

1. Applicability

- 1.1 These Terms apply to all offers of Neville Chemical Europe BV, hereinafter referred to as: "NEVILLE", to all orders of Buyer, as well as to agreements with NEVILLE concerning the delivery of goods and/or services.
- 1.2 Buyer accepts the applicability of these Terms, to the exclusion of any general terms (of purchase) possibly used by same.
- 1.3 Amendments of and/or supplements to these Terms shall only be binding if they have been expressly agreed on in writing and shall only apply to the particular offer, order and/or agreement for which they have been agreed, and shall concede to these Terms in the event of contradiction.

2. Offers and realisation of agreement

- 2.1 Offers and/or price quotations made by NEVILLE, either orally or in writing, shall at all times be non-binding, even in a definite period is stated there-in. Offers shall only be irrevocable if this has been expressly stated. Oral offers or agreements shall only be valid if these have been confirmed in writing by NEVILLE, or have been performed by same, without prejudice to the applicability of article 2.2.
- 2.2 Offers are only valid if they have been made by employees of NEVILLE who have been expressly authorized thereto according to registration at the Chamber of Commerce or written authorization. The same applies to agreements binding on NEVILLE.
- 2.3 Offers shall be deemed to have been accepted by the Buyer when NEVILLE receives a copy of the offer, dated and signed by the Buyer.
- 2.4 Orders without prior offer are only accepted if these have been confirmed by NEVILLE within 5 working days after receipt of the order or if they have been performed by same.
- 2.5 Each acceptance which differs from the offer made by NEVILLE or of these Terms shall be deemed to be a rejection of the offer made by NEVILLE, however minor the difference. The mere referral by the Buyer to its own general terms shall not be deemed to a divergence in the sense attributed to it there, without prejudice to article 1.3.
- 2.6 NEVILLE may revoke its non-binding offer, within three working days after receipt of the acceptance without being liable for damages.
- 2.7 The agreement shall be realised the moment the period of revocation has lapsed, or sooner, the moment NEVILLE has commenced with the performance of the agreement. This agreement shall be governed exclusively by the contents of the documents indicated in this article. Neither party may derive rights from previous offers, correspondence announcements and the like.
- 2.8 NEVILLE may engage third parties for the performance of the agreement.

3. Delivery

- 3.1 Delivery shall be ex warehouse. NEVILLE is entitled to deliver in parts. The goods shall be at the risk of the Buyer from 5 working days after the Buyer has been informed that the goods are ready for collection.
- 3.2 The Buyer is obliged to collect the goods within 5 working days after the announcement of 3.1 has been made. In the event that the Buyer does not collect goods within this period, the costs for storage shall be for the account of the Buyer and NEVILLE shall furthermore be entitled to rescind the agreement by registered letter and/or to claim compensation.
- 3.3 Delivery periods commence on the day the agreement is entered into and the Buyer has supplied all the necessary specifications pertaining to said delivery.
- 3.4 Delivery periods shall never count as deadlines, unless this has been expressly agreed. In the event of overdue delivery, NEVILLE must be served notice of default in writing, while it should yet be given a reasonable period of at least 6 weeks for complicity. In the event that NEVILLE does not comply with the notice of default, the Buyer may rescind the agreement by registered letter, provided NEVILLE is in breach of contract. However, in no event shall NEVILLE be liable for damages, unless caused by wilful actions or gross negligence on the part of NEVILLE.
- 3.5 NEVILLE is entitled to deliver the goods in altered packaging or an improved version as a result general packaging alterations or product improvements.

4. Liability and indemnification

- 4.1 A complaint regarding either the goods delivered and/or services rendered, as well as regarding the invoice, must be submitted in writing to NEVILLE within 7 days after receipt and/or performance, or, if it concerns a hidden defect, within 7 days after it could have reasonably been detected, with a detailed description of the facts relevant to the complaint. After this period, complaints which could have been ascertained in the aforesaid manner shall not be accepted.
- 4.2 In the case of justified complaint concerning goods delivered or services rendered, respectively, NEVILLE shall in no event be liable for more than repair or exchange of the delivered faulty goods, or for rendering of the services anew free of charge, respectively, such to be decided on by NEVILLE. The reduction in price may be subtracted from amounts owed by the Buyer. NEVILLE becomes the owner of the exchanged goods or parts.
- 4.3 Buyer cannot lodge a complaint if the goods have not been treated in a normal and judicious manner and if the state of the goods has been altered after receipt of same or the rendering of services, respectively. NEVILLE is not liable for defects which are due to specifications and/or materials supplied by the Buyer, nor for defects caused by materials which have not been approved by NEVILLE.
- 4.4 Complaints do not suspend the obligation of the Buyer to pay; nor shall the Buyer be entitled to rescind the agreement.
- 4.5 Excepting inasmuch as it has been expressly accepted in the agreement or these Terms, NEVILLE shall never be liable for any damage, whatever the origin, unless this has been caused by wilful actions or gross negligence on the part of NEVILLE.
- 4.6 Buyer indemnifies NEVILLE for all claims of third parties with respect to or ensuing from (the use of) the goods delivered and/or the services rendered by NEVILLE, unless this damage were to be caused by wilful actions or gross negligence on the part of NEVILLE.

5. Prices, payment

- 5.1 The prices quoted by NEVILLE do not include VAT and other levies. If no price has been agreed, the price which has been indicated on the most recently issued price lists of NEVILLE shall apply.
- 5.2 Unforeseen price increases after the realisation of the contract, but before delivery, may be charged on by NEVILLE. In the event of an increase of more than 10% in the gross price, the Buyer may rescind the agreement by registered letter. In that event, NEVILLE shall not be liable for damages.

- 5.3 Invoices may be forwarded to the Buyer immediately after the agreement has been realised. NEVILLE is entitled to invoice partial deliveries separately.

5.4

- 5.4 Payment by the Buyer must be made within 30 days after the invoice date, in the manner, place and currency indicated by NEVILLE. Every time the payment period has been exceeded or payment has been made incorrectly, the Buyer shall be immediately in default and the Buyer shall owe NEVILLE interest over the sum exigible, consisting of the statutory interest, increased by 5% from the time payment was due until the date of full payment.

- 5.5 NEVILLE is at all times entitled to demand that the Buyer make full or partial advance payment, or to demand that the Buyer provide full or partial security for payment of the price.

- 5.6 Extra-judicial collection costs incurred by NEVILLE must be reimbursed by the Buyer, the costs being assessed at 10% of the outstanding claim, plus VAT and/or levies and the interest already due, without prejudice to the right of NEVILLE to compensation for the costs actually incurred and the damage suffered. Judicial collection costs (such as litigation and attorney costs) shall be completely reimbursed by the Buyer, contrary to the stipulations of article 56 and 57 BRv (civil procedure).

- 5.7 Buyer herewith surrenders towards NEVILLE its powers to deduct and/or to suspend.

- 5.8 The payments made by the Buyer shall at all times be primarily for the settlement of all interest and costs and subsequently for the invoices which have been outstanding for the longest period, even if the Buyer states that the payment pertains to an invoice of a later date.

- 5.9 In the event that the Buyer is in default with respect to any obligation towards NEVILLE, NEVILLE shall at all times be entitled to suspend compliance with its obligations fully or partially until the Buyer has fulfilled its obligations in full, or to rescind the agreement fully or partially by registered letter and/or to claim compensation.

6. Retention of title

- 6.1 NEVILLE retains title to all goods delivered to the Buyer, until the Buyer has fulfilled its obligations ensuing from the agreement in question in full, including the settlement of claims for inadequate compliance with the agreement in question.

- 6.2 As long as title to goods delivered has not been transferred to the Buyer, no rights may be vested in same for the benefit of third parties, nor may goods delivered be transferred and/or made available to third parties. However, the Buyer is entitled to make use of goods for its normal business activities. During the period of retention of title, the Buyer is obliged to keep the goods in a good state of repair and insure same against all the usual risks at its own expense. Buyer is obliged to inform NEVILLE without delay that an insurance claim has been made and shall, at the first request, lend its full cooperation in transferring its claim on the insurance company to NEVILLE.

- 6.3 As long as the title of the goods delivered has not been transferred to the Buyer, the goods must be placed at the disposal of NEVILLE at the first request, in the event of non-compliance by Buyer, in the event of the suspension of payments or in the event that the bankruptcy of the Buyer has been requested or pronounced. NEVILLE may retrieve the goods, wherever they may be, at the expense of the Buyer. To that end, the Buyer shall lend the necessary cooperation.

7. Force majeure

In the event NEVILLE cannot comply with its obligations ensuing from this agreement due to force majeure, which shall include any circumstance in which compliance with the agreement cannot reasonably be demanded of NEVILLE such including, inter alia, governmental regulations, strikes, boycotts, and refusal of suppliers to deliver or perform activities, it is entitled to suspend the agreement. In the event that such a situation has lasted for more than three months, both parties shall be entitled to rescind the agreement, or the part to which the failure pertains, respectively, by registered letter, while NEVILLE shall not be liable for damages. NEVILLE cannot be bound to deliver goods which it does not produce.

8. Rescission

- 8.1 Unless these Terms provide otherwise, rescission of agreement is only possible by judicial order.
- 8.2 On the rescission of an agreement, all claims of NEVILLE on the Buyer, whatever the origin shall be immediately exigible. After the rescission these Terms remain applicable, as far as possible, to the legal relationship between NEVILLE and the Buyer.

9. Confidentiality

Buyer is obliged to treat all data and information provided by NEVILLE in connection with the agreement as confidential. This shall also apply to the knowhow on which is based and the business practice of NEVILLE. Buyer shall subject its employees and third parties engaged to an identical obligation.

10. Limitation

In the event the Buyer were to be of the opinion that NEVILLE has performed inadequately or incompletely in any respect, it is obliged to inform NEVILLE of same immediately in writing by registered letter and - in the event such would not result in an amicable settlement - to legally enforce the resultant claims within a period of one year, to be calculated from the date of this announcement, on pain of the lapsing of his rights, without prejudice to its remaining obligations.

11. Headings

The heading placed at the beginning of each article serves only to facilitate legibility. No intrinsic meaning can be attributed to this heading and, in particular, they do not influence the nature and the extent of the mutual rights and obligations.

12. Applicable law; competent judge

- 12.1 All agreements and other legal relationships between NEVILLE and the Buyer shall be governed by the law of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, Vienna, 1980, is expressly excluded.
- 12.2 Unless a Cantonal Judge is competent, all disputes resulting from and/or in connection with offers, orders and/or agreements which are subject to these Terms, may only be submitted to the competent judge in Amsterdam, unless NEVILLE chooses to submit the dispute to the competent judge in the domicile of the Buyer.