

## Article 1 Definitions

The terms and expressions listed below are defined as used in this contract as follows:

- 1.1 The Principal : Cindu Chemicals BV or Neville Chemical Europe BV
- 1.2 The Contracted Party : the other party to the contract with Principal.
- 1.3 Contract : the document in which the delivery is specified and which contains special provisions and conditions.
- 1.4 Supplied goods or services : the goods being supplied and their installation/assembly if and insofar as that has been agreed and the services to be rendered.
- 1.5 delivery : transfer of the ownership of the goods being delivered.
- 1.6 inspection : the examination and assessment, whether or not on an interim basis, of the supplied goods or services as regards their soundness and usability as specified in the contract.
- 1.7 products : all goods designated for delivery to the Principal for the execution of the contract.
- 1.8 works : performances not consisting of products for the execution of a contract.
- 1.9 Incoterms : internationally recognised terms and conditions of trade, issued by the International Chamber of Commerce under publication number 560 Incoterms 2000; the most recent edition prevails.

## Article 2 General

- 2.1 These purchasing conditions, insofar as they are applicable and referred to below as 'the General Purchasing Conditions', form an integral part of the contract.
- 2.2 The provisions of the contract shall take precedence over those of the General Purchasing Conditions and any other appendices to the contract.
- 2.3 The Contracted Party shall notify the Principal without delay of conflicting provisions between the contract and the documents accompanying the contract such as drawings, models and specifications that are discovered by the Contracted Party or should be discovered by the Contracted Party. The Contracted Party shall also specify the implications of those conflicting provisions and shall if necessary suspend his obligations under the contract until the Principal has made his decision in that regard.
- 2.4 These General Purchasing Conditions are originally written in the Dutch language and these will prevail over translated versions, the Dutch text will be leading in the case of discrepancy.

## Article 3 Amendments

- 3.1 Deviations from these General Purchasing Conditions and amendments to the contract must be agreed in writing on penalty of their being null and void. Verbal undertakings shall not come into force until confirmed in writing by the Principal.
- 3.2 The Principal shall be entitled for the duration of the contract to instruct the Contracted Party in writing to alter the size and/or the capacity of the supplied goods or services. The Contracted Party shall in that case be obliged to carry through the amendments in question and shall be subject to the same obligation as would be the case if the amendments were laid down in the contract.
- 3.3 In the event of an amendment as provided for in paragraph 2 of this article in the judgement of the Contracted Party having implications for the agreed fixed price and/or delivery time, he shall prior to carrying through the amendment inform the Principal as such in writing as soon as possible but within 8 days at the latest of being notified of the required amendment. If, in the judgement of the Principal, the implications for the price and/or the delivery time are unreasonable, the Principal reserves the right to dissolve the contract either in full or in part by sending a written notification to that effect to the Contracted Party, unless it would be manifestly unreasonable to do so. Dissolution based on the provisions of this article shall not entitle either of the parties to compensation for damages.

## Article 4 Transfer of obligations

- 4.1 The Contracted Party may only transfer an obligation specified in this contract to a third-party with the prior written permission of the Principal. Other conditions can be attached to that permission. That permission shall not affect the Contracted Party's other obligations as specified in the contract.
- 4.2 Notwithstanding the provisions of paragraph 1 of this article, the Contracted Party, acting as a subcontractor, shall be obliged to inform the Principal of which security he has furnished for the payment of turnover tax, income tax and social insurance contributions that is prescribed by law for employees.
- 4.3 Upon transferring obligations to third parties, the conditions of these General Purchasing Conditions shall be applicable mutatis mutandis to the third-parties in question.

## Article 5 Price and price reviews

- 5.1 The prices are inclusive of all costs of the supplied goods or services, including the costs of delivery and/or completion and the costs of packing and delivering DDP in accordance with the prevailing Incoterms unless statement is made to the contrary. The price does not include turnover tax.
- 5.2 Unless agreement is made to the contrary, the prices are not subject to review. If an option to review the price is provided for in the contract, the circumstances under which the price will be reviewed and the indexing of the price per unit must be specified in the contract on penalty of the option being null and void.

## Article 6 Invoicing and payment

- 6.1 Invoices shall be sent following delivery in accordance with article 9 of these General Purchasing Conditions or

in accordance with the payment schedule agreed in writing.

- 6.2 Invoices are to be submitted in duplicate and must state the order numbers.
- 6.3 Payment, including turnover tax, shall be made within 60 days of receipt of the invoice provided that the supplied goods or services and the invoice have been approved. Payment shall be made in the currency laid down in the contract.
- 6.4 The Principal's payment obligation can be suspended in the event of his establishing faults in the supplied goods or services and/or the invoice.
- 6.5 The Principal reserves the right to reduce the amount of the invoice by amounts payable by the Contracted Party to the Principal without giving reasons for the adjustment. In the event of the Contracted Party owing a certain amount to the Principal upon final settlement of a contract, the Contracted Party shall be obliged to remit payment of that amount within 60 days of the final settlement being drawn up.
- 6.6 Payment shall not be taken to constitute acknowledgement of the Contracted Party's compliance with all of his obligations.

#### **Article 7 Advance payment**

- 7.1 If advance payment or payment for which no performance has yet taken place has been agreed, the Contracted Party shall before payment is made furnish security for the amount of the advance or the aforementioned payment plus 10% of that amount in the form of an unconditional and irrevocable bank guarantee issued by a bank that is acceptable to the Principal.
- 7.2 The bank guarantee shall remain unconditional for the term of the contract and shall become immediately due and payable as soon as the Principal notifies the bank that the Contracted Party is in default.
- 7.3 The Contracted Party shall refrain from all actions that obstruct or prevent the execution of the bank guarantee, on penalty of forfeiting a fine of 100% of the amount of the guarantee. That shall not affect any of the Principal's other rights and obligations.

#### **Article 8 Delivery Time**

- 8.1 Delivery times are irrevocable and are considered to be strict deadlines. The Contracted Party shall be held in default by operation of law if they are not complied with.
- 8.2 Deliveries shall be made DPP in accordance with the prevailing Incoterms in the absence of agreement to the contrary.
- 8.3 Irrespective of the possible implications concerning the contract or any legal provision, the Contracted Party shall notify the Principal without delay and in writing of imminently late or early delivery times.

#### **Article 9 Delivery**

- 9.1 Deliveries shall be made DPP to the address specified in the contract in accordance with the prevailing Incoterms, unless agreed otherwise.
- 9.2 Deliveries shall be made exclusively from Mondays to Fridays between 07.30 a.m. and 3.30 p.m. unless agreement is made to the contrary. Upon delivery the Contracted Party shall report first to the porter or reception unless agreement is made to the contrary.
- 9.3 The Principal reserves the right to postpone delivery. In the event of the Principal making a request to the Contracted Party to postpone delivery, the Contracted Party shall store, secure and insure the goods at his own risk and expense in sound packagings, separately and clearly marked as being designated for the Principal.

#### **Article 10 Breach**

- 10.1 The Contracted Party shall be held in default without further notice of default being required in the event of a breach of contract occurring, irrespective of its attribution.
- 10.2 Without prejudice to the Principal's entitlement to compensation for damages and his other statutory rights by virtue of a breach of contract, including an untimely delivery, the Principal shall be entitled to collect from the Contracted Party a fine in the amount of 2% of the purchase price for each day on which the breach of contract continues.
- 10.3 If the Principal has made payments as provided for in article 7, he shall be entitled to collect the statutory interest over those payments over the period in which the Contracted Party is in default.
- 10.4 In the case of a non-attributable breach on the part of the Principal, each party shall defray his own losses.

#### **Article 11 Guarantee**

- 11.1 The Contracted Party shall be obliged to ensure that the supplied goods or services meet the provisions of the contract and therefore possesses the qualities that the Principal is entitled to expect by virtue of the contract or according to generally accepted standards.
- 11.2 The Contracted Party guarantees that the supplied goods or services shall meet the requirements of all statutory provisions concerning quality, environment, safety and health.
- 11.3 A fault established by the Principal in the quality or capacity of the supplied goods or services or, in a general sense, the Principal's ascertaining that the supplied goods or services do not or do not fully meet the provisions of the contract, shall be considered to be an attributable breach in the absence of evidence to the contrary being provided by the Contracted Party.
- 11.4 A guarantee period shall only be observed if the Principal has confirmed that in writing, other than matters concerning system or design errors, for which no period is applicable. In the event of guarantee periods being agreed concerning goods to be built in, those periods shall commence as soon as the goods are built in by or on behalf of the Principal.

## **Article 12 Inspection**

- 12.1 The Principal reserves the right to inspect or arrange the inspection of the supplied goods or services before, during and after delivery.
- 12.2 The Contracted Party shall on the Principal's first request grant access to the Principal or his representative to the place of production, processing or storage. The Contracted Party shall cooperate with the inspection free of charge.
- 12.3 If the inspection provided for in article 1.6 of these General Purchasing Conditions cannot be held at the scheduled time or in the event of an inspection having to be repeated, the costs incurred by the Principal in that regard shall be for the Contracted Party's account.
- 12.4 In the event of the supplied goods or services being rejected the Contracted Party shall ensure that the supplied goods or services are rectified or replaced without delay insofar as no agreement has been made to the contrary and unless the Principal has expressed a preference to dissolve the contract as provided for in article 20 of these General Purchasing Conditions.
- 12.5 In the event of the Contracted Party failing to meet the obligation to rectify or replace the supplied goods or services as provided for in paragraph 4 of this article, the Principal reserves the right to purchase the necessary goods from a third-party or himself to take measures or have them taken by third-parties at the expense and risk of the Contracted Party.
- 12.6 In the event of rejection following delivery the rejected and replaced goods shall be stored by the Principal for a short period to be decided at his own discretion. The Contracted Party shall be notified of the storage period. Upon expiry of that period the Principal shall be entitled to return the rejected and replaced goods at the expense and risk of the Contracted Party or to destroy them.
- 12.7 Approval shall not affect the Contracted Party's remaining obligations.

## **Article 13 Goods and equipment required for the supplied goods or services**

- 13.1 Goods or equipment made available or purchased or manufactured by the Principal or by the Contracted Party for the purpose of the supplied goods or services to the Principal such as drawings, models and calculations shall remain the property of the Principal or become the property of the Principal as soon as they are supplied or manufactured.
- 13.2 The Contracted Party is obliged to clearly mark the goods and equipment referred to in paragraph 1 of this article as property of the Principal and to keep them separately and in good condition from goods and equipment belonging to the Contracted Party or third-parties and to insure them at his own expense against all risks for as long as they are held by the Contracted Party.
- 13.3 The Contracted Party shall submit goods and equipment that he has purchased and/or manufactured and which he intends to use for the implementation of the contract to the Principal upon his first request in accordance with the provisions of article 12 of these General Purchasing Conditions.
- 13.4 The Contracted Party shall surrender to the Principal the goods and equipment provided for in paragraph 3 of this article without delay upon the Principal's request or at the latest upon the final delivery to which the goods and equipment relate.
- 13.5 Alterations to or deviations in goods and equipment that are owned by and/or have been approved by the Principal shall only be permitted with the prior written permission of the Principal.
- 13.6 Approval as provided for in paragraph 3 of this article shall not affect the Contracted Party's other obligations.
- 13.7 The Contracted Party shall not use the goods and equipment or cause them to be used for or in connection with purpose other than for the supplied goods or services to the Principal unless the Principal has given prior written permission for that to be done.
- 13.8 As soon as the goods provided by the Principal have been built in or on to other objects the goods shall be transferred in ownership to the Principal, and delivery shall in that case take place by way of *constituto possessorio*.
- 13.9 In the event of the Contracted Party ascertaining that the goods and equipment supplied or made available by the Principal not being in sound order, he shall refrain from using them and inform the Principal of the situation without delay. This provision is applicable *mutatis mutandis* to transport resources, documents and/or instructions issued by the Principal.

## **Article 14 Packing, replacement and discarded materials**

- 14.1 All packing, replacement and discarded materials, referred to in this article as 'the materials', shall in principle remain the property of the Contracted Party.
- 14.2 Where applicable deliveries shall be made on Euro pallets on an exchange basis upon delivery. Packing materials and pallets shall in all cases be provided to the Principal free of charge.
- 14.3 The Contracted Party undertakes to take back the materials and destroy them at his own expense and risk, or to recycle or reuse them.
- 14.4 If the materials are destroyed and/or removed by the Principal on the request of the Contracted Party, that shall be done at the risk and expense of the Contracted Party.
- 14.5 The Principal reserves the right at all times to return the materials to the Contracted Party and at the Contracted Party's expense and risk.

## **Article 15 Transfer of risk and ownership**

- 15.1 The ownership of goods shall transfer to the Principal as soon as they have been delivered without any retention of title and without any right of recovery on the part of the Contracted Party, unless agreed otherwise.
- 15.2 In the event of goods being delivered by or on behalf of the Principal to the Contracted Party for the purpose of the supplied goods or services those goods shall remain the property of the Principal. The Contracted Party shall clearly mark those goods as being the property of the Principal and shall keep them separately from goods belonging to the Contracted Party or third parties and insure them at his own expense.
- 15.3 The ownership of goods or parts thereof in which goods owned by the Principal have been incorporated shall transfer to the Principal as soon as they have been built in or assembled. Paragraph 2 of this article is applicable mutatis mutandis; delivery shall be made *constituto possessorio*.
- 15.4 The risk concerning the supplied goods or services shall transfer to the Principal as soon as the Principal has approved the delivery in writing in accordance with article 12 of these General Purchasing Conditions.
- 15.5 In the event of a fault in the delivery that constitutes complete rejection of the delivery being ascertained the ownership of the goods shall revert to the Contracted Party as soon as the notification to that effect has been received. In the event of the Contracted Party failing to collect the delivered goods within 3 working days of receipt of the notification, the Principal shall return the goods to the Contracted Party and at the Contracted Party's expense, unless agreed otherwise.

## **Article 16 Intellectual and industrial property rights**

- 16.1 The Contracted Party guarantees the Principal's free and undisturbed use of the supplied goods or services. The Contracted Party shall indemnify the Principal against the financial implications of claims of third-parties regarding infringement of their intellectual and industrial property rights.
- 16.2 The Contracted Party shall be entitled to use the information provided by the Principal but exclusively in relation to the granting and implementation of the contract. The information shall remain the property of the Principal.

## **Article 17 Documentation**

- 17.1 The Contracted Party undertakes to surrender accompanying documentation, including but not limited to the agreed documentation, to the Principal prior to or with the delivery.
- 17.2 The Principal shall be free to make use of that documentation.
- 17.3 Upon delivery of the equipment the user manual must be drawn up in the Dutch language and shall in addition to the specification of "normal operation" also specify as applicable the subjects concerning transportation, installation, assembly, maintenance, cleaning, repair and dismantling.

## **Article 18 Confidentiality and non-disclosure clause**

On penalty of a fine of € 25,000 for each violation of this clause, the Contracted Party shall observe confidentiality regarding the existence, the nature and the content of the contract and the order, as well as information about the Principal's business. The application of the penalty clause set forth above shall not affect the Principal's entitlement to full compensation for damages. The Contracted Party shall include this article in the contracts that he enters into with any relation to his obligations pursuant to the contract.

## **Article 19 Liability**

- 19.1 The Contracted Party shall be held liable for all losses connected in any manner with the performance of his obligations pursuant to the contract. The Principal reserves the right to require that insurance be taken out to cover the risk. The Contracted Party shall be obliged on the Principal's first request to surrender the insurance policy for inspection.
- 19.2 The Contracted Party shall indemnify the Principal against all financial implications of claims of third-parties that are related in any way to the Contracted Party's performance of his obligations pursuant to the contract, including claims based on product liability generated by faults in the supplied goods or services.
- 19.3 The provisions of paragraphs 1 and 2 of this article shall also apply if the goods being delivered are sold on to third-parties.

## **Article 20 Dissolution**

- 20.1 The Principal reserves the right to dissolve the contract without the need for legal intervention and without notice of default being required in the event of the Contracted Party failing to comply with any obligation or in the event of the implementation of the contract being placed under threat by circumstances affecting the Contracted Party, such as an application for suspension of payment or bankruptcy.
- 20.2 In the event of the contract being dissolved as provided for in subsection 1 of this article, the Principal shall be entitled to compensation for all material and immaterial losses and interest. The immaterial loss shall be set at a minimum of 20% of the price of the supplied goods or services, including turnover tax. The interest shall be equal to the statutory interest rate.

## **Article 21 Due and payable claims**

Claims of the Principal based on compensation for damages and interest or other claims shall be immediately payable in full.

## **Article 22 Rights of third-parties**

In the event of the supplied goods being transferred to third-parties, all rights of the Principal's rights pursuant to the contract, including the right to compensation for damages pursuant to article 19 of these General Purchasing Conditions, shall transfer to those third-parties.

## **Article 23 Order, safety and the environment**

23.1 The Contracted Party and his personnel, and third-parties that he has engaged, are subject to the laws of the Netherlands concerning statutory safety, health and environment regulations. The Principals company regulations and safety, health and environmental regulations must also be complied with. More specifically, the Contracted Party and his personnel, and third-parties that he has engaged, must comply with the Contracted Party's "General conditions for third-parties" concerning the regulations governing access to the Principal's premises.

23.2 The Contracted Party guarantees that the supplied goods and services meet all statutory requirements.

#### **Article 24 Representation**

The Principal shall exclusively be bound by agreements undertaken by personnel of the Principal that are authorised under the Principal's articles of association. The articles of association, listing the authorised personnel, have been filed at the Chamber of Commerce and Industry in Amsterdam.

#### **Article 25 Duration stipulations**

Stipulations concerning duration, such as the stipulation of article 18 of these General Purchasing Conditions shall remain in force following expiry of the contract.

#### **Article 26 Disputes**

26.1 In the event of disputes arising between the parties they shall first enter into proper and joint consultation with the aim of finding an extrajudicial solution to the dispute.

26.2 If the parties are unable to find an extrajudicial solution, the dispute shall be referred to the court with competent jurisdiction in the district of Amsterdam.

26.3 In the event of disputes concerning the quality of chemical products arising, an independent arbitrator shall be appointed with the approval of both parties in order to produce an extrajudicial solution. The arbitrator's ruling shall be binding.

26.4 A dispute shall come into existence as soon as one of the parties deems that to be the case.

#### **Article 27 Applicable law**

27.1 The contract, of which these General Purchasing Conditions form an integral part, shall be governed exclusively by the law of the Netherlands. The Vienna Sales Convention shall not be applicable in cases where the Contracted Party is established abroad.

27.2 Customary conditions under common law in the sector, either written or unwritten, shall exclusively be applicable if and insofar as they have been agreed in writing.

### **SUPPLEMENTARY CONDITIONS FOR CONTRACTS OF ORDERS AND CONTRACTS GOVERNING THE CONTRACTING OF WORK FOR THE PRINCIPAL AND TRANSPORTATION CONTRACTS EXCEPTING CHEMICAL TRANSPORTS**

#### **Article 28 Scope of Application**

These supplementary conditions are applicable to all contracts entered into for the performance of work and the contracting of work for the Principal in addition to the provisions set forth above.

#### **Article 29 Knowledge of the Principal's work site**

29.1 Before commencing the implementation of the contract the Contracted Party shall first familiarise himself with the conditions present on the sites and in the buildings of the Principal that could call for work to be carried out or which could affect the implementation of the contract.

29.2 In the event of third parties also working at the site, the Contracted Party shall cooperate with them in such a way that all of the work can be carried out by all of those involved in the safest and most efficient manner.

29.3 Costs arising from delays in the implementation of the contract that are caused by circumstances provided for in article 1 of this article shall be for the Contracted Party's account.

#### **Article 30 Personnel, equipment and materials**

30.1 The personnel engaged by the Contracted Party for the implementation of the contract shall meet the special requirements set by the Principal and in their absence the general requirements of professional competence and expertise.

30.2 If in the judgement of the Principal the personnel are not sufficiently qualified, the Principal reserves the right to order the expulsion of those personnel and the Contracted Party shall be obliged to have them replaced with immediate effect with due observance of the provisions of paragraph 1 of this article.

30.3 The Contracted Party shall arrange all materials and equipment, including tools, that are required for the implementation of the contract.

30.4 The Principal reserves the right to inspect the materials and equipment provided for in paragraph 3 of this article. In the event of full or partial rejection, the Contracted Party shall be obliged to replace the rejected materials and equipment without delay. The provisions of articles 12.6 and 12.7 of these General Purchasing Conditions are applicable mutatis mutandis to replacement materials and equipment.

### **Article 31 Subcontracting**

31.1 In addition to the provisions of article 4.2 of these General Purchasing Conditions, in the event of work being contracted the subcontractor (being the Contracted Party in accordance with these General Purchasing Conditions) shall surrender a payment record certificate issued by the Inspector of Taxes.

31.2 The Contracted Party shall be obliged:

- a. to open a guarantee account for the Principal's payment of income tax and turnover tax;
- b. to use timesheets to register the hours worked and to surrender them to the Principal;
- c. to allow the Principal to inspect all books and documents related to the subcontracting agreement;
- d. to refrain from including either income tax or turnover tax in the prices to be invoiced;
- e. to surrender a payment record certificate.

### **Article 32 Hiring of personnel**

32.1 If the contract between the Principal and the contractor involves the hiring of personnel, the provisions of article 31 shall be applicable mutatis mutandis unless agreement is made to the contrary.

32.2 The Contracted Party shall ensure that manpower is made available to the Principal for a duration of 36 consecutive months to the Principal.

32.3 The Principal reserves the right to require the replacement of the manpower made available without giving any reasons whatsoever.

### **Article 33 Software development**

33.1 If the order concerns the development of software specifically for the Principal, the Contracted Party shall transfer the result, the supplied goods or services, to the Principal by means of a private deed of transfer that forms part of the supplied goods or services.

33.2 In the cases provided for in paragraph 1 of this article, the source code shall form part of the supplied goods or services.

### **Article 34 Transport**

34.1 The transport company shall ensure that:

- a. the materials that he uses are in impeccable condition;
- b. the materials are dry, clean and odour-free;
- c. the transport materials are free of chemicals;
- d. no transportation takes place together with a cargo that contains chemical agents.

Registered at the Chamber of Commerce in Amsterdam under the numbers 33101737 and 33158129.

Uithoorn, 17 August 2007