

GENERAL TERMS AND CONDITIONS OF DELIVERY OF CINDU CHEMICALS B.V

1. Definitions

Supplier:	Cindu Chemicals B.V. Amsteldijk Noord 35 1422 XX Uithoorn
Customer:	the party contracting with the Supplier in contracts for the delivery of goods and/or the provision of services.
Delivery:	the delivery of goods and/or the provision of services.

2. Conclusion of contract

- Offers made by the Supplier in writing or orally shall be without obligation unless expressly provided otherwise in the offer or quotation. An offer made without obligation may be retracted by the Supplier within 5 working days of receipt of the acceptance.
- The Supplier may require the Customer to confirm an order in writing, itemised according to price, category and quality. If or as long as the Customer does not comply with such a request, the Supplier shall not be obliged to execute the order.

3. Delivery period

- If the Customer is obliged to make a payment in advance (including any agreed form or letter of credit) or if he must provide information and/or materials required for the performance of the contract, the delivery period shall not take effect until the payment has been received in full (or the letter of credit has been opened) or the information and/or materials have been completely made available.
- Delivery periods shall never be regarded as a final date.
- A contract may not be rescinded by the Customer on the ground that the delivery period has been exceeded, unless the Supplier fails to perform the contract or to perform it in full within a reasonable period, as notified to it in writing, after the end of the agreed delivery period. Rescission shall then be allowed only in so far as the Customer cannot reasonably be required to perform the contract.

4. Delivery: transfer or risk

- The Customer is subject to a duty of acceptance.
- The risk that the goods be delivered will be lost, destroyed and/or damaged shall pass to the Customer when these goods reach the agreed place of delivery and shall then continue to be borne by the Customer. The risk shall also pass the moment when the Supplier offers goods for delivery in accordance with the contract and the Customer does not accept them for any reason; all costs of transport, custody and storage incurred in vain by the Supplier in connection with the delivery shall be borne by the Customer.

5. Prices

- Unless otherwise agreed, all amounts are in Dutch currency and exclusive of value-added tax (BTW) and other government levies.
- International trade terms, used in an offer shall have the meaning attributed to them in the relevant definition contained in the most recent set of Incoterms.
- The increases in the costs which are borne by the Supplier after the conclusion of the contract and in connection with its performance - e.g. increases in purchase prices, wages, transport costs - may be passed on by the Supplier; the Customer shall then be entitled to rescind the contract within 5 days of receipt of the notice of the price increase, unless the Supplier then declares that it is willing to deliver at the original price.

An increase in value-added tax (BTW) or other government levies may always be passed on.

6. Payment: security

- Unless agreed otherwise and without prejudice to the right to require payment in advance or payment in cash if the Supplier considers that there is reason for this, payment shall be made within 30 days of the date of the relevant invoice. If delivery is made in instalments the Supplier shall be entitled to invoice them separately. The Supplier shall be entitled to make delivery in instalments and to invoice them separately.
- The ownership of the goods delivered shall continue to be vested in Supplier until the Customer has paid everything which he owes to the Supplier on account of or in connection with the deliveries. If any payment is not made in time, the Supplier shall be entitled to retake possession of the goods belonging to it on its own authority and at the expense of the Customer. At the first request of the Supplier, the Customer shall provide security or additional security for the payment.
- The Customer may set off a counterclaim only in so far as the counterclaim has been expressly recognised by the Supplier or has been irrevocably established in law.
- In the event of non-timely payment, the Customer shall be in default without a notice of default or reminder being necessary and interest equal to the interest applicable by law, plus a surcharge of 2%, shall be owed on the amount in arrears. In so far as delivery under any contract concluded with the Customer has not yet been made, the Supplier may completely suspend such delivery until payment of the full amount of the arrears has been received. If payment is not made within a further period allowed in a reminder, the Supplier shall, at its discretion, be entitled to rescind all or part of the contract by means of a written declaration, without prejudice to its right to compensation.
- All costs, both extra-judicial and judicial (including the costs of legal assistance) which the Supplier incurs in enforcing its rights against the Customer, shall be borne by the Customer. The extra-judicial costs shall be at least 15% of the amount owed.
- The amount which the Customer owes to the Supplier under the contract shall be recoverable forthwith if (a) the Supplier obtains a suspension of payments or is declared bankrupt or an application is made for this; (b) the Customer decides to close or transfer all or part of his business; (c) the company of the Customer is dissolved; (d) goods of the Customer are seized; (e) the Customer fails more than twice to make payment in time.

In the said cases the Supplier shall be entitled to terminate all contracts with the Customer with immediately effect if the Customer has not, within 8 calendar days of a request to this effect, provided what the Supplier considers to be adequate security for everything which is or will become payable, without prejudice to the other rights of the Supplier.

7. Defects

- Immediately after delivery or performance as the case may be, the Customer shall be obliged to make an accurate check to ascertain whether there are any defects and to notify the Supplier in writing of any such defects within 7 calendar days, failing which the right to claim in respect of defects which could have been discovered by means of an accurate inspection will lapse. Defects discovered as a result of the inspection and only those other defects which could not reasonably have been discovered during the inspection but which are discovered within 6 months of the execution of delivery and notified in writing 7 calendar days after discovery shall, in so far as they can be imputed to the Supplier on account of a failure of the Supplier, be remedied free of charge by the Supplier by repair and/or replacement, at the discretion of the Supplier.
- The notification to the Supplier of the defects discovered on inspection shall be accompanied by a sample of the relevant product taken in accordance with NEN 3940 or EN 58, failing which the right to claim for defects will lapse. The Customer shall be obliged to provide the Supplier with all desired cooperation in order to carry out the investigation of the notification, including on-the-spot examination of the relevant products.
- Defects in the delivered goods shall not provide any ground for rescission of the relevant contract or for compensation unless the defects are of the kind referred to in the previous paragraph and the Supplier does not succeed, after repeated efforts, in remedying the defect(s) in an acceptable manner. The Customer shall then be entitled to rescind the contract if and in so far as he cannot reasonably be required to honour the relevant contract.

8. Force majeure

Complete or partial non-performance shall not count as a defect imputable to the Supplier if it is due to a circumstance, whether foreseeable otherwise, beyond the control of the Supplier such as (but not limited to) war or situations similar to it, riot, sabotage, boycott, strike, occupation, blockade, shortage of raw materials, damage to or defect installations, sickness of Supplier or its staff, failure on the part of suppliers and/or transport firms, government measures (including a foreign government) such as a ban on transport, import, export or production, natural disasters, bad weather, lightning strike, fire, explosion, escape of dangerous substance or gases.

9. Liability for damage

In so far as peremptory legal provisions do not require otherwise, the following shall apply to damage arising out of or in connection with deliveries and/or services by or on behalf of the Supplier to or on account of the Customer, the above being interpreted in the widest sense of the word:

- Only that damage shall be eligible for compensation which the Customer has irrefutably proved to be the result of a circumstance or event for which the Supplier can held liable in law.
- In so far as damage consists of loss of profits or reduced proceeds, it shall under no circumstances give rise to a right to compensation.
- Damage other than that referred to in 2a shall be compensated up to a maximum of the amount of the net invoice value (i.e. the gross invoice value less value-added tax and any other government levies on the price) of that delivery or the service with which the damage is connected.
- The compensation referred to at 2b shall apply to all cases of damage together which arise from a delivery or a service with which the damage is connected.
- Without prejudice to the provisions of the opening words of this article and of the previous paragraphs, damage shall be eligible for compensation only if it is suffered and appears within 6 months of the handing over of the relevant goods and/or of the end of the relevant service and if it is also notified to the Supplier in writing within such period and within 7 calendar days of discovery.

All desired cooperation shall be given to the Supplier in its investigation of the cause, nature and extent of damage for which compensation is claimed, failing which the right to compensation will lapse entirely.

Set-off with claims for compensation not recognised by the Supplier or not irrevocably established in law shall not be permitted.

- The Customer indemnifies the Supplier against claims of any kind whatsoever by third parties who allege that they have suffered damage due to goods and/or a service delivered or supplied, as the case may be, by the Supplier to or on behalf of the Customer.
- Natural or legal persons belonging to the group of the Supplier or in the employ of the Supplier or who are used by the Supplier in performing the contract and are held liable by the Customer for compensation, may also invoke this provision. The total of the claims for compensation against these natural/legal persons and the Supplier together may never exceed the amount which could have been claimed from the Supplier alone.
- If and in so far as the limitation of liability is held by the competent court in a given case to be unreasonably onerous or unacceptable, the liability shall in any event continue to be limited to the extent that this is reasonable in all the circumstances.

10. Time limit

In so far as these General Terms and Conditions do not provide otherwise, rights to claims and other powers of the Customer on any ground whatsoever against the Supplier in connection with deliveries by the Supplier shall in any event lapse 12 months after they arise.

11. Applicable conditions/applicable law/competent court

- In so far as not expressly agreed otherwise, any general terms and conditions of the Customer shall not apply, nor shall they apply in conjunction with the present General Terms and Conditions of the Supplier. The latter terms and conditions may not be derogated from except by express consensus ad idem.
- Contracts and any other legal relations between the Supplier and the Customer shall be governed by Dutch law, to the exclusion of the United Nations Convention on contracts for the international sale of goods of 1980 (CISG).
- Disputes between the Supplier and the Customer shall be heard at first instance exclusively by the District Court (Arrondissementsrechtbank) in Amsterdam, except where the case must be heard by the Sub-District Court (Kantongerecht). The Supplier shall, however, be empowered to apply to another court competent by law.