

- 1 General**
- 1.1 THE APPLICABILITY OF THE GENERAL CONDITIONS USED BY THE SUPPLIER IS HEREBY EXPLICITLY REJECTED.**
- 1.2** These General Purchase Conditions shall apply to any request made by ChemCom Industries B.V. ("ChemCom") to the seller (the "Seller") to make an offer, to any offers made or to be made by the Seller, to any orders placed or to be placed by ChemCom and to any agreements made or to be made with the Seller in which ChemCom Industries B.V. acts as the purchaser in respect of the delivery of goods, as well as any legal relationships arising from the foregoing.
- 1.3** These General Purchase Conditions also apply to all contracts for services (*overeenkomsten van opdracht*) as referred to in article 7:400 et seq. of the Dutch Civil Code entered into by ChemCom (as *opdrachtgever*) and a service provider (as *opdrachtnemer*). Where in the context of these general terms and conditions reference is made to the Seller, this also refers to the service provider (*opdrachtnemer*).
- 1.4** These General Purchase Conditions may only be deviated from by written agreement.
- 1.5** Any reference to 'article' in these General Purchase Conditions shall mean a reference to an article in these General Purchase Conditions, unless stated otherwise.
- 1.6** Whenever "written" or "in writing" is used in these General Purchase Conditions, it shall also mean by fax, e-mail, Electronic Data Interchange, internet or by means of any other electronic medium.
- 2 Agreement**
- 2.1** Any offer made by the Seller may not be revoked and shall be valid for a period of 90 calendar days.
- 2.2** ChemCom may terminate any negotiations at any time without stating grounds and without any compensation being due.
- 2.3** An agreement or adjustment thereof shall only be created between ChemCom and the Seller if the Seller has accepted the order placed by ChemCom on the latter's order form by returning the signed order acceptance form within 2 weeks of the date on the order form, or if ChemCom has accepted in writing an offer from the Seller.
- 2.4** If the provisions of an agreement between ChemCom and the Seller deviate from these General Purchase Conditions, the specific provisions of the agreement shall prevail.
- 2.5** If, in the performance of an agreement, use is made of drawings, specifications, instructions and the like that were made available or approved by ChemCom, these shall form part of the agreement.
- 2.6** The Seller shall deliver the ordered goods in the agreed form, quantity and quality on the agreed delivery date at the agreed place.
- 2.7** The Seller must deliver the agreed service on the agreed date and place to ChemCom.
- 3 Prices**
- 3.1** The prices set out in ChemCom's order or the Seller's offer are exclusive of VAT, fixed, and based on Delivery Duty Paid (DDP) (Incoterms 2020 or – if that is not the latest version - the latest version), and therefore inclusive of all costs necessary for the performance of the agreement and the delivery, including packaging, shipping and freight charges, insurance and duties and taxes up to the delivery address, and whatever ChemCom reasonably requires from the Seller in order to use the purchased goods for the intended purpose, such as, e.g., specifications, drawings, user manuals and assembly instructions.
- 3.2** Additional costs that were not expressly accepted in writing in advance by ChemCom shall not be reimbursed.
- 4 Payment**
- 4.1** ChemCom shall not accept any credit restriction charges or any other supplementary charges on the Seller's invoices.
- 4.2** Payment shall be made on the basis of invoices and within 60 days of receipt of the invoice by ChemCom.
- 4.3** Payment by ChemCom shall not imply any acknowledgement that the goods delivered conform to the agreement.
- 4.4** ChemCom reserves the right to suspend payment if the Seller fails to perform an agreement timely or properly.
- 4.5** If a payment is overdue, ChemCom shall be given written notice of default. If ChemCom is required to pay interest on the overdue payment, interest shall be charged at the ECB's repo rate.
- 4.6** ChemCom is entitled to set-off all amounts owed to the Seller against amounts the Seller owes to ChemCom.
- 5 Transfer, pledge and subcontracting**
- 5.1** Without written permission from ChemCom, the Seller may not delegate its obligations under an agreement with ChemCom or any part thereof to third parties, or assign or pledge to third parties any receivables from ChemCom under such an agreement.
- 5.2** ChemCom shall be entitled to pay to the Seller the social security contributions and/or payroll taxes owed by the Seller by virtue of the agreement and for which ChemCom is jointly and severally liable by law by transferring the amount in question to the blocked account ("*G-rekening*") maintained by the Seller to pay social security

contributions and payroll taxes.

- 5.3 Without prejudice to the provisions of the preceding paragraph, ChemCom shall at all times be entitled to pay the social security contributions and/or payroll taxes owed by the Seller pursuant to a legal relationship with ChemCom directly to the UWV (the body implementing employee insurance schemes) and/or the tax authorities on behalf of the Seller.
- 5.4 If ChemCom has paid the social security contributions and/or payroll taxes owed by the Seller or its subcontractors, the Seller shall reimburse ChemCom for these amounts plus interest, costs and fines.

Goods

6 Time of delivery and delivery

- 6.1 Delivery shall be effected Delivery Duty Paid (DDP) (Incoterms 2020 or – if that is not the latest version - the latest version) at the address indicated by ChemCom.
- 6.2 The agreed times of delivery are fixed. In the event of a failure to meet the time of delivery, the Seller shall be in default without any written notice of default being required.
- 6.3 If a penalty has been set for failure to deliver on time, this penalty is immediately due and payable and may not be set off against any damages.
- 6.4 If no specific delivery date but a delivery period has been agreed, this period shall commence on the date stated on ChemCom's order form as referred to in article 2.3.
- 6.5 If the Seller is unable to perform his obligations on time, he must inform ChemCom of this immediately.
- 6.6 ChemCom may return any partial delivery(ies) that have not been agreed to the Seller, at the Seller's expense and risk. Delivery prior to the agreed time may only take place with ChemCom's prior written agreement and shall not result in a change in the agreed payment date.
- 6.7 If the quantities delivered are not those agreed, and the deviation is larger than is usual in the industry concerned, ChemCom shall be entitled to refuse or to return at the Seller's expense and risk the excess delivery, or, in the event less was delivered, the entire delivery. For the purpose of this article, partial deliveries shall be considered as separate agreements.
- 6.8 If at some point ChemCom is not able to take receipt of the goods at the agreed time, the Seller shall, at ChemCom's request, postpone the delivery for a reasonable period to be determined by ChemCom without additional charges for ChemCom.
- 6.9 The Seller shall inform ChemCom in writing at least 48 hours in advance that goods will be delivered.
- 6.10 All goods delivered by the Seller shall be accompanied by a proper (in any case: correct and complete) packing slip.
- 6.11 On delivery, the Seller shall provide ChemCom with a complete set of the original shipping documents (bill of lading, masters receipt or any other applicable documents), or, if this has been agreed, the equivalent Electronic Data Interchange message.

7 Packaging and transport

- 7.1 Goods shall be properly packaged, protected and transported in such a manner that they reach the place of delivery in good condition and that unloading there can occur in a safe manner. The Seller is responsible for complying with all applicable legal requirements - both national and international- concerning packaging and transport as well as for ensuring that the transporters contracted by or on behalf of the Seller comply with these requirements.
- 7.2 ChemCom is prepared to advise the Seller on packaging, transport, and the requirements and provisions concerned, to the best of its knowledge but without accepting any liability. ChemCom shall be entitled to refuse to take delivery of goods if the abovementioned requirements and provisions have not been complied with. Acceptance by ChemCom shall not constitute a waiver of its rights in connection with any failure of the Seller in respect of the above.
- 7.3 The Seller undertakes to take back for his own expense and risk, at ChemCom's request, the packaging materials used by the Seller.

8 Title and risk

- 8.1 Title to goods shall pass to ChemCom at the time of the passing of the risk of loss in accordance with delivery DDP (Delivery Duty Paid) (Incoterms 2020 or – if that is not the latest version - the latest version), or, to the extent that installation or assembly work is carried out at ChemCom's premises by the Seller, after the installation or assembly. This applies *mutatis mutandis* to partial deliveries.
- 8.2 Materials provided by ChemCom to the Seller in order to perform the agreement, including raw materials, semi-manufactured products, parts, models, specifications, drawings, software and data carriers, shall remain ChemCom's property.
- 8.3 If the Seller creates a new good ("zaak") out of or partly out of materials provided to him in accordance with article 8.2, ChemCom shall be deemed to have caused this new good to be created for itself and the Seller shall hold this good for ChemCom as owner.

Services

9 Performance of work and services

- 9.1 Seller must execute the services in a manner and within the term as set out in the agreement, the service order or these General Purchase Conditions.
- 9.2 The Seller is obliged to notify ChemCom (when entering into or executing the agreement) of inaccuracies in the order. This also applies in the event of defects and unsuitability of goods of ChemCom as well as errors or defects in drawings, plans, calculations, specifications or implementation instructions provided by ChemCom. If Seller fails to notify ChemCom, Seller is liable for any resulting damage to ChemCom or third parties.
- 9.3 The agreed term for performing the services is fixed. If this term is exceeded, the Seller will be in default without any written notice of default being required.

- 9.4 The performance of a service is completed when ChemCom has confirmed in writing that the service has been performed in accordance with the agreement.
- 9.5 If a penalty has been set for failure to complete the service order in time, this penalty is immediately due and payable and may not be set off against any damages.
- 6.5 If the Seller is unable to perform his obligations on time, he must inform ChemCom of this immediately.
- 9.7 The Seller is not authorized to suspend the performance of work or services in the event that ChemCom fails to meet (one of) its obligations.
- 10 Additional work**
- 10.1 If the Seller is of the opinion that the services to be carried out (in nature and / or scope) require change as a result of which the costs thereof increase or decrease, the Seller is obliged to immediately notify ChemCom thereof. ChemCom is not obliged to pay any price increase if the Seller has not fulfilled its duty to warn in this regard when entering into or during the term of the agreement.
- 10.2 Additional work and / or other deviations from ChemCom's order to the Seller, even when it concerns cutbacks or improvements, will only be performed after they have been ordered or confirmed in writing by ChemCom to the Seller.
- 11 Safety**
- 11.1 Seller and ChemCom endorse the importance of safety and compliance with safety rules and instructions in the performance of work and in the delivery of goods. The Seller, as well as its personnel, guarantees that it complies with all safety requirements that apply to it and will immediately follow instructions from ChemCom with regard to safety aspects at all times.
- 11.2 The Seller guarantees that its personnel as well as all third parties to be engaged by the Seller (including in any case: sub-suppliers and subcontractors) have all the skills and knowledge required for the execution of the order, that they meet all legally required (training) requirements and that they have all legally required diplomas, permits and certificates.
- 11.3 During the entire delivery of goods as well as the execution of the order, the Seller is responsible for (the personnel of) the sub-suppliers, subcontractors and / or other third parties engaged for the work to be performed and / or the goods to be delivered. The choice by the Seller to engage (personnel of) sub-suppliers, sub-contractors or other third parties is subject to ChemCom's prior written approval. This approval does not release the Seller from its liability for the correct and timely fulfillment of its obligations under the Agreement, as well as those of (personnel of) sub-suppliers, subcontractors and / or third parties engaged by the Seller.
- 11.4 These general purchasing conditions apply mutatis mutandis to sub-suppliers, subcontractors and third parties engaged by the Seller. The Seller must inform these sub-suppliers, subcontractors and / or third parties of this correctly, in a timely manner and completely.
- 11.5 If the Seller or any (personnel of a) sub-supplier, subcontractor or other third party engaged by the Seller does not meet the obligations as described in articles 11.1 to 11.4 at any time, the Seller will be in default by operation of law and ChemCom will be authorized to remove any person that does not meet any of these obligations directly from its site - or if the work takes place elsewhere: this location - if, in ChemCom's opinion, safety is at stake. If this occurs, ChemCom is not obliged to pay any compensation to the Seller or any third party and expressly reserves the right to compensation for the (consequential) damage resulting from the fact that a person does not meet the above obligations.
- 12 Warranty and indemnification**
- 12.1 The Seller may never assert that it was unaware of the purpose for which goods/services to be delivered were intended or of the circumstances under which the delivery was to take place.
- 12.2 If ChemCom refers in the agreement or the accompanying annexes to technical, safety, quality or other rules which are not attached to the agreement, the Seller is deemed to know these, unless the Seller immediately informs ChemCom in writing to the contrary. ChemCom shall then provide the Seller with further details of these rules.
- 12.3 The Seller warrants that
- the goods delivered or the services performed 1) will be of good quality, 2) will fully comply with ChemCom's requirements, specifications, conditions, drawings, samples and/or other information/data provided by ChemCom, unless otherwise required in article 9.2 3) will be free from design and production errors, 4) will conform to the state of the art at the time of delivery and 5) will be complete and suitable for the intended purpose;
 - the goods/services delivered will comply with legal requirements, standards and other government regulations of the country of destination and will be accompanied by the necessary clear instructions, safety regulations and warnings;
 - the goods/services delivered will be new and free from defects;
 - all materials or raw materials used will also meet the requirements set out in a to c inclusive above;
 - its employees and any third parties engaged by it will be sufficiently competent.
- 12.4 The Seller shall indemnify ChemCom against any claims brought against the latter by third parties (including subordinates ("*ondergeschikten*") and independent contractors ("*niet-ondergeschikten*") of the Seller and ChemCom) as a result of damage arising from acts or omissions of, or a failure to perform obligations (including the warranty obligations set out under a up to and including e above) to ChemCom by, the Seller and/or the subordinates and/or sub-contractors engaged by the Seller in the performance of the agreement.
- 12.5 The Seller warrants that the goods/services delivered will not infringe third party rights, including intellectual property rights and know-how, and shall fully indemnify ChemCom against any third party claims in this respect.

13 Warranty period

- 13.1 Any defects discovered within a period of 12 months of delivery, or, if ChemCom and the Seller have agreed on a purchase test, within 12 months of the date of purchase by ChemCom, shall be dealt with by the Seller in accordance with the provisions of article 15.
- 13.2 Any defects that could not have reasonably been discovered during the abovementioned warranty period of 12 months with normal use and normal inspections, but which are discovered within a period of 60 months from the date of delivery, or, if a purchase test has been agreed, from the date of purchase, shall also be dealt with by the Seller in accordance with the provisions of article 15.
- 13.3 In the event of repair or replacement during the warranty period, the warranty period for the repaired or replaced goods shall start to run again for a period of 12 months.

14 Inspection/Testing

- 14.1 Inspection/testing of goods by or on behalf of ChemCom can, at ChemCom's request, take place at the Seller's premises prior to delivery or otherwise at ChemCom's premises after delivery. If the inspection/testing takes place at the Seller's premises, the Seller shall have the goods ready for inspection/testing at such a time that they can be inspected/tested no later than 2 weeks prior to delivery to ChemCom.
- 14.2 Without ChemCom incurring any additional costs, the Seller shall cooperate in the inspection/test and, at ChemCom's request, provide reasonable assistance in terms of material and staff.
- 14.3 If ChemCom, during an inspection/test, rejects the goods to be delivered, the Seller shall immediately provide the missing, repaired or substitute goods for inspection/testing, without prejudice to any other rights of ChemCom. In that event, the provisions of this article 14 shall apply unimpaired.
- 14.4 The prior inspection/testing of the goods/services to be delivered by or on behalf of ChemCom shall not be deemed to constitute an acknowledgement that the goods/services comply with the warranties referred to in article 12.
- 14.5 Inspection/testing may take place irrespective of whether or not a purchase test has been agreed upon.

15 Complaints

- 15.1 Within 60 days of delivery, or, in the case of a claim under the warranty, within 30 days of discovering the defect, ChemCom shall notify the Seller in writing of the complaint. The Seller shall then cure the defect within a period to be determined by ChemCom, if possible at ChemCom's premises. All costs relating to this shall be borne by the Seller. If the Seller fails to meet its obligation to cure the defect within the period determined, ChemCom shall be entitled, irrespective of all its other rights, to cure the defect itself or have a third party do this, at the Seller's expense, or to demand replacement or refund for the goods, at ChemCom's discretion.
- 15.2 If, in the event of a defect in the goods delivered, immediate

measures are required in connection with the safety of persons and/or property, and ChemCom is not in a position to notify the Seller, ChemCom shall be entitled to perform temporary repair measures at the Seller's expense. ChemCom's notification shall then follow as soon as possible, in order to enable the Seller to comply with the further warranty obligations.

- 15.3 If performance specifications or any other express or implied warranty has been agreed, ChemCom may refuse to accept delivery of all the goods or those goods that fail to comply with this. In that case, the Seller shall take measures to meet the required conditions, provided that this can be done within a period considered reasonable by ChemCom and without impediments considered unacceptable by ChemCom, all without prejudice to any other rights of ChemCom.

16 Purchase test

- 16.1 If a purchase test has been agreed between ChemCom and the Seller, the Seller shall present the goods delivered/installed for this test on the date agreed for this between the parties. Prior to this, ChemCom and the Seller shall determine, in mutual consultation, the procedure for performing the purchase test. The Seller shall not present the goods delivered/ installed for the purchase test if it knows or could reasonably suspect that the goods will not pass the test.
- 16.2 ChemCom shall perform the purchase test in cooperation with the Seller within 30 days of the Seller having presented the goods for this purpose.
- 16.3 The purchase test shall be deemed to have been completed successfully if:
- (a) the Seller has received notification in writing from ChemCom to that effect, where applicable stating any minor defects which do not preclude the goods delivered/installed being used and which the Seller shall remedy free of charge within 3 working days of receiving the aforementioned notification; or
 - (b) ChemCom has not notified the Seller in accordance with the provisions under (a) within 90 days of the purchase test being concluded.
- 16.4 The purchase test shall be deemed not to have been completed successfully if ChemCom informs the Seller in writing of this within 30 days of the conclusion of the inspection/test, stating the defects which prevent the goods delivered/installed from being used. In that case, the Seller shall adjust the goods delivered/installed free of charge within 3 working days of receiving the abovementioned notification in such a way that they will pass the next purchase test. After this, the goods shall be subjected to another purchase test pursuant to the provisions of this article 16.
- 16.5 Any alterations of the goods delivered/installed shall be subjected to a purchase test, unless ChemCom has indicated in writing that this is not necessary.
- 16.6 If the Seller fails to meet his obligations to remedy the defects in the goods delivered/installed in a timely manner, ChemCom shall be entitled, without prejudice to any of its other rights, after prior written notification, to remedy or to have a third party remedy these

defects at the Seller's expense. The Seller shall be bound to cooperate with this and to provide the required information at the first request.

17 Insurance and Liability

- 17.1 The Seller shall adequately insure any liability that it may have pursuant to its legal relationship with ChemCom or pursuant to the law. At its first request, ChemCom shall be entitled to inspect the insurance policies taken out for this purpose.
- 17.2 The Seller shall be liable for any damage and/or loss sustained by ChemCom, its subordinate(s) or independent contractor(s) as a result of or in connection with goods/services delivered/installed or the performance of an agreement with the Seller irrespective of whether it was caused by the Seller, its direct manager(s) ("*direct leidinggevende(n)*"), subordinate(s) or independent contractor(s).

18 Industrial/intellectual property rights, confidentiality

- 18.1 Without ChemCom's prior written permission, the Seller shall not disclose any order, or any know-how or information of which he acquired knowledge in connection with the performance of the order, to third parties, shall not use the order, know-how or information for the benefit of third parties, and shall treat the order, know-how or information with the strictest confidence. If no agreement is created or if an agreement is terminated or terminates (for example, after delivery of the goods), the Seller shall return everything it received from ChemCom.
- 18.2 All intellectual, industrial and any other property rights in respect of drawings, specifications, manuals, samples, software, etc., that were made available by ChemCom to the Seller, or which were created by the Seller as part of the agreement, shall rest with or belong to ChemCom; the Seller shall cooperate in drawing up and executing the required deeds of transfer, *inter alia* with respect to the intellectual, industrial and any other property rights. Without ChemCom's prior written permission, the Seller shall not make copies of the documents, materials, etc. referred to.

19 Suspension and termination

- 19.1 If the Seller fails to fulfil, or timely or properly fulfil, any obligation under an agreement with ChemCom within 30 days of receiving written notice of default, which notice of default is not required if fulfilment is permanently impossible, ChemCom, without prejudice to any other rights it may have and without any obligation to pay damages, shall be entitled to terminate the agreement(s) in whole or in part with immediate effect, or to suspend the performance or further performance of its obligations under the agreement(s) entered into with the Seller.
- 19.2 ChemCom shall also be entitled to terminate an agreement with the Seller in whole or in part with immediate effect if a suspension of payment or provisional suspension of payment in respect of the Seller is applied for or granted, an arrangement is made with the Seller's creditors, a petition for the Seller's bankruptcy is filed or the Seller is declared bankrupt, the Seller is wound-up or dissolved, the Seller

ceases its operations, control over the Seller or the Seller's business is transferred within the meaning of the SER Merger Code 2015 (*SER-Fusiedragsregels 2015*) (or the latest version), irrespective of whether this applies, or if, after the agreement was entered into, the Seller's circumstances change in such a way that (i) there is good cause to fear that the Seller will not properly or not timely fulfil his obligations, or (ii) ChemCom would not have entered into the agreement at all or not under the same conditions.

- 19.3 If ChemCom is of the opinion that there is good cause to fear that the Seller will not properly or timely fulfil his obligations towards ChemCom, the Seller shall immediately provide, at ChemCom's first request, sufficient security in the form required by ChemCom for the fulfilment of all its obligations.
- 19.4 All costs, including legal costs, incurred by ChemCom as a result of the Seller's failure to perform shall be borne by the Seller.

20 Force Majeure

- 20.1 In the event of force majeure, the Seller may suspend the performance of its obligations under an agreement with ChemCom for a period not exceeding 4 weeks, provided that it informs ChemCom immediately after the circumstances giving rise to force majeure occurred, describing these circumstances. If the Seller is unable to fulfil its obligations after this 4-week period has ended, ChemCom shall be entitled to rescind the agreement, without any obligation to pay damages.
- 20.2 The Seller shall in any event bear the risk of, without limitation, strikes, lock-outs, shortages of raw materials, transport problems, failures on the part of the Seller's suppliers to perform their obligations and disruptions in the Seller's production process.

21 Confidentiality

- 21.1 All orders granted by ChemCom are confidential and may not be disclosed by the Seller for publicity or sales promotion purposes.
- 21.2 The Seller has a duty of confidentiality towards third parties in respect of any information and knowledge provided to it by ChemCom or disclosed to it in any other manner and it shall only use this for the purpose of performing the order granted to it. The Seller shall also impose this duty on all subordinates and independent contractors who acquire such knowledge and warrants that they will comply with this duty.

22 Personal data

- 22.1 If ChemCom obtains access to personal data of the Seller, third parties engaged by the Seller and / or its personnel, ChemCom will treat this confidentially and ChemCom will take measures to ensure lawful and fair processing in accordance with the European General Data Protection Regulation.
- 22.2 Anyone can at any time request ChemCom to determine whether ChemCom is or has processed his or her personal data. ChemCom will provide the requesting party with a copy of this information within a reasonable period of time.

23 Miscellaneous

- 23.1 If any provision of these General Purchase Conditions, or part thereof, cannot be invoked, or is invalid or null and void, the other provisions, or part thereof, shall remain in full force. The parties agree to replace the invalid or null and void provision by a provision whose content and effect corresponds as closely as possible to the provision that is invalid or null and void.
- 23.2 English language words used in these General Purchase Conditions are intended to describe Dutch legal concepts only and the consequences of the use of those words in English law or any other foreign law shall be disregarded.
- 23.3 These General Purchase Conditions have been drawn up in Dutch. In the event of any discrepancy between the English text of these General Purchase Conditions and any translation thereof, the Dutch language version shall prevail. The Dutch language version shall also prevail for interpretation purposes.
- 23.4 These General Purchase Conditions have been filed with the Chamber

of Commerce in Groningen under number 02048288, can be consulted at www.chemcom.eu and will be sent upon request free of charge.

24 Applicable law and competent court

- 24.1 Dutch law shall exclusively apply to all legal relationships between the Seller and ChemCom.
- 24.2 All disputes between ChemCom and the Seller relating to these General Purchase Conditions, any other agreement or any legal relationships arising there from, shall be exclusively settled by the competent court in Amsterdam, the Netherlands, if the Seller is domiciled in an EU member state or in Iceland, Norway or Switzerland. If the Seller is not domiciled in one of the countries referred to in the previous sentence, all disputes shall be exclusively settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute by three arbitrators. The place of arbitration shall be Amsterdam and the proceedings shall be conducted in English.