

General terms and conditions

of **Alcochem B.V.** and its subsidiaries, having their registered offices at Zeilmaker 4, 3861 SM Nijkerk, The Netherlands, hereafter mentioned separately and/or together '**Alcochem**', registered at the Dutch Chamber of Commerce under number 31043702

Article 1: Applicability

1. These Terms and Conditions apply to all tenders issued by and to all agreements concluded by **Alcochem** that may result there from.
2. The counterparty is referred to as 'the Client'.
3. In the event of any conflicts between the substance of the agreement concluded between the Client and **Alcochem** and these Terms & Conditions, the provisions set out in the agreement will prevail.

Article 2: Tenders

All prices specified in the tender are based on delivery as referred to in article 5, paragraph 1, including packing materials unless differently specified. Prices are stated exclusive of VAT.

Article 3: Intellectual property rights

1. **Alcochem** retains the copyrights and all industrial property rights to all tenders, designed submitted, illustrations, drawings, trial models etc.
2. The rights to use the items listed in paragraph 1 are non-exclusive and non-transferable, regardless of whether costs have been charged to the Client for their production. The relevant information may not be copied, used or shown to third parties without **Alcochem's** prior consent.

Article 4: Delivery times

1. Delivery deadlines stated by **Alcochem** are estimates, unless otherwise agreed.
2. In the event of contract extras, the delivery deadline will be extended by the time required to supply (or arrange for the supply of) the materials and parts necessary for those contract extras and to carry out the contract extras. If the contract extras cannot be fitted into **Alcochem's** work schedule, they will be carried out as soon as **Alcochem's** schedule permits.

Article 5: Transfer of risk

1. Deliveries are made as specified in the agreement in conformity with the definitions of Incoterms 2020; the risks attached to the object are transferred at the moment that **Alcochem** makes the object available to the Client.

2. In the event that objects are to be exchanged, the risks attached to the exchangeable object remain with the Client until the moment that possession of the object has been relinquished to **Alcochem**.

Article 6: Price and portfolio changes

Alcochem is entitled to change its portfolio and price list, but this will not influence concluded and/or completed agreements, other than ongoing or master agreements.

Article 7: Impracticability of the engagement

1. **Alcochem** is entitled to suspend the fulfillment of any obligations if any circumstances that could not be foreseen when the agreement was concluded and that are beyond **Alcochem's** influence temporarily prevent the fulfillment of those obligations.
2. Circumstances that **Alcochem** could not foresee and that are beyond **Alcochem's** influence are understood to include (but are not limited to) the circumstance that **Alcochem's** own suppliers and/or subcontractors fail to meet their obligations, or fail to do so in time, the weather, earthquakes, fire, loss or theft of tools, the destruction of materials to be processed, road blocks, strikes or work stoppages and restrictions on import or trade.
3. **Alcochem** is no longer entitled to suspend the fulfillment of any obligations when the temporary impossibility of performance has lasted for more than six months. The agreement may not be dissolved until that term has lapsed, and only in respect of those obligations that have not been fulfilled. In that event, the Parties are not entitled to any compensation for damages incurred as a result of that dissolution.

Article 8: Liability

Alcochem is liable for all damages that the Client incurs and that are the direct and exclusive consequence of a shortcoming attributable to **Alcochem**. However, only those damages for which **Alcochem** is insured, or should within reason have been insured, qualify for compensation.

1. If, when the agreement is concluded, it is impossible for **Alcochem** to take out insurance as meant in paragraph 1, or impossible to do so at reasonable conditions, or if it is subsequently impossible to renew the insurance policy at reasonable conditions, the maximum compensation payable for damages is the amount that **Alcochem** charged for the agreement in question (exclusive of VAT) or, in the case of an ongoing agreement or a master agreement, the amount that **Alcochem** charged for the delivery in question (exclusive of VAT).
2. Trading losses, including losses caused by delays and loss of profits and claims from third parties, do not qualify for compensation. The Client should take out insurance to cover such damages, if such is deemed desirable.

Article 9: Guarantees and complaints

1. **Alcochem** guarantees the proper performance of its products or materials for a period of six months after delivery, unless agreed otherwise.
2. If the products or materials delivered prove to be unsound or defect, the object must be returned to **Alcochem** carriage paid, unless **Alcochem** is stating otherwise in writing. **Alcochem** will then elect either:
 - to repair the object;
 - to replace the object;
 - to credit the Client for a proportionate part of the invoice.
3. The Client may only invoke guarantees after all obligations in respect of **Alcochem** have been fulfilled. No guarantee is given when defects are the result of:
 - normal wear and tear;
 - improper use;
 - lack of proper maintenance;
 - fitting, assembly, alterations or repairs by the Client or by third parties.In the case of delivery of mineral or chemical substances, no guarantee is given if these substances are polluted or mixed with other substances after these substances are made available to the Client, as a result of which the attributes have been or will be affected. In such cases, the burden of proof falls upon the Client.
4. The Client may not invoke defects in the product or service unless a written complaint has been submitted to **Alcochem** within fourteen days after the defect was detected or should, within reason, have been detected.

Article 10: Payment

1. Invoices will be send accordingly to the agreement concluded by **Alcochem** and the Client. If the parties didn't specify the time(s) of invoicing, invoices will be sent on the date of delivery.
2. Payment must be made by the Client to the account specified by **Alcochem** within 14 (fourteen) days after the date of invoice, unless agreed otherwise.
3. If payment has not been made by the payment deadline specified, the Client is liable to pay **Alcochem** the extrajudicial costs, and, if judicial proceedings are decided in **Alcochem's** favor, all costs incurred by **Alcochem** in connection with those proceedings are for the Client's account, with a minimum of 15% (fifteen percent) of the unpaid amount.

Article 11: Retention of ownership and pledging

1. After delivery, **Alcochem** remains the owner of the products or materials delivered for as long as the Client fails or will fail to pay the invoices sent in connection to this delivery.
2. As long as any objects are subject to retention of ownership, the Client may not encumber those objects in any way that exceeds the scope of the Client's ordinary activities.

3. Having invoked retention of ownership, **Alcochem** may retrieve the objects delivered. The Client must allow **Alcochem** to enter the place where those objects are located.
4. If **Alcochem** cannot invoke retention of ownership because the objects delivered have been subject to confusion, deformation or accession, the Client is obliged to give the newly formed objects in pledge to **Alcochem**.

Article 12: Applicable law and competent court

1. These Terms & Conditions are governed by the laws of the Netherlands.
2. The Vienna Sales Convention (C.I.S.G.) does not apply to these Terms & Conditions.
3. If the Client has his seat within the European Union, the Dutch civil court within whose jurisdiction **Alcochem's** place of business is situated is competent to pass judgment on disputes, unless such is at odds with any mandatory rules of law.
4. If the Client has his seat outside the European Union, all disputes arising out of or in connection with the agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in The Hague, The Netherlands by one arbitrator appointed in accordance with the said Rules. The arbitration will be settled in the English language.
5. These conditions are a full translation of the Dutch version of the General Terms and Conditions of **Alcochem**, also registered at the Dutch Chamber of Commerce under number 31043702. Explanation and interpretation of the text of these Terms and Conditions shall always be based on the Dutch text.

Questions

If you have any questions or comments about these general terms and conditions, you can contact **Alcochem B.V.**, Zeilmaker 4, 3861 SM Nijkerk, the Netherlands, tel.: +31(0)33 299 4139 or by e-mail: hygiene@alcochem.com

Version 3.3 | July 2020