

General Terms and Conditions

1. Definitions

- 1.1 Aminola: Aminola BV and all individuals and entities that work for and/or act as agents on behalf of Aminola, as well as all persons and entities for whom Aminola might be held liable.
- 1.2 Counterparty: the individual or entity with whom Aminola has concluded a contract, is in discussion or negotiation or is involved in any other way.

2. Scope

- 2.1 These General Terms and Conditions apply to all agreements concluded by Aminola, and to all actions performed in connection therewith, in as far as the main terms of these agreements and/or any standard-contract terms mentioned therein do not stipulate differently. In case of discrepancy the main contract terms and/or standard-contract terms shall prevail over these General Terms and Conditions.
- 2.2 Any and all general terms and conditions of the Counterparty are herewith expressly excluded, also in case these exclude the applicability of other general terms and conditions.
- 2.3 No deviation of these General Terms and Conditions shall be valid unless it is agreed and confirmed in writing.
- 2.4 Should any clause that forms part of these conditions be void, then all other conditions will remain in force to the fullest extent and the parties shall replace the void clause by a clause that as much as possible resembles the void clause.

3. Contracts

- 3.1 Offers made by Aminola are non-binding and without obligation.
- 3.2 Unless stated otherwise, prices mentioned in the contract are in EURO and are exclusive of VAT and other taxes, duties and levies, as well as of costs of transport and packaging.
- 3.3 Unless it is stated that the prices stated in the contract are fixed, Aminola may pass on to the Counterparty any increase in the cost price of the goods and of the additional costs mentioned in article 3.2 above.
- 3.4 Services performed by Aminola outside the scope of the contract are and remain for risk and account of the Counterparty.
- 3.5 Once a contract is formed, the Counterparty shall not be entitled to suspend any of its obligations thereunder in connection with (allegations of) non-performance by Aminola of its obligations under the same or any other contract.

4. Sales by Aminola

- 4.1 Goods sold by Aminola shall be for the sole risk and account of the Counterparty as from the moment of their delivery or so much earlier as may be determined in (by) the contract (party).
- 4.2 Unless stated otherwise, all deliveries of goods are basis Ex Worx from Aminola's production or storage facility.
- 4.3 If the goods are sold (or subsequently transported) to a destination outside of the Netherlands, it is the sole responsibility of the Counterparty to check and confirm that the goods comply with any legislation and/or other requirements that may apply to the goods in that destination.
- 4.4 Title to goods delivered by Aminola (respectively title to documents representing the goods) remains with Aminola until all outstanding payments have been received from the Counterparty in full.
- 4.4 Goods (respectively documents representing the goods) that are subject to the retention of title may not be transferred as security or pledged.
- 4.5 This retention of title extends to goods after having been processed, changed or co-mingled and also applies to any moneys or other value (to be) received by or on behalf of the Counterparty in respect of these goods.

5. Payment by the Counterparty

- 5.1 Unless stated otherwise goods (respectively documents representing the goods) are payable basis Cash Against Documents.
- 5.2 Where the Counterparty does not (timely) comply with its payment obligations, Aminola may, aside from any other rights available to it, charge an annual interest of 8% on any outstanding amounts, calculated per day from the due date of the invoice until full payment is received.
- 5.3 The Counterparty shall have no rights of set-off against any amounts payable to Aminola.

6. Delivery

- 6.1 The number, weight, quality and condition of the goods shall be inspected at the point of delivery thereof.
- 6.2 If no (mutual) samples are drawn by surveyors, then samples taken at the premises of Aminola shall be determinative.

7. Complaints by the Counterparty

- 7.1 The Counterparty has to submit any complaints in writing and within 48 hours from delivery. After this period the Counterparty will have forsaken all rights to compensation regarding shortcomings that could reasonably have been discovered upon careful examination. Other shortcomings should be notified to Aminola in writing within one week

from the date upon which the Counterparty became aware, or should reasonably have become aware, and in any case no later than one month after delivery.

- 7.2 If the Counterparty submits a complaint, Aminola has the right to inspect the delivered goods and/or to have the goods inspected by a third party. In the event that the complaint would be unfounded the Counterparty will reimburse Aminola for all costs of inspection and related costs.
- 7.3 Complaints and reclamations from the Counterparty will not allow the Counterparty to suspend or cancel its own obligations under the contract (such as, but not limited to, the obligation to pay).

8. Liability

- 8.1 Except for gross negligence or intentional fault on the part of Aminola, any and all liabilities of Aminola are fully excluded.
- 8.2 If, for whatever reason, there would be liability on the part of Aminola, then such liability shall in any case not extend to any indirect and/or consequential damages whatsoever.
- 8.3 Aminola's total liability shall in any case never exceed the invoice price, exclusive of value added tax, paid by the Counterparty for the goods and/or services supplied.
- 8.4 Any and all claims towards Aminola will automatically lapse if such claim is not notified to Aminola in writing within one week from the date upon which the Counterparty became aware, or should reasonably have become aware, of the existence of any such claim.
- 8.5 Notwithstanding the above, claims with respect to delivered goods will in any case lapse upon the expiry of a period of one month following the date of delivery.

9. Force Majeure

Aminola shall not be liable for non-fulfillment of its obligations occasioned by circumstances beyond their control or by Act of God or any other cause comprehended in the term Force Majeure.

10. Counterparty's default

- 10.1 If the Counterparty fails to comply with any of its obligations under the contract, including failure to (timely) take delivery of the goods, the Counterparty shall be in default without any further notice being required. In that case Aminola shall amongst others be entitled to terminate the agreement and/or to store the goods at the risk and expense of the Counterparty and/or to sell the goods to a third party, and any and all damages suffered by Aminola shall be for account of the Counterparty.
- 10.2 If the Counterparty fails to effect timely payment of its debts, or compounds with his creditors, or if the Counterparty is subject to measures which can be taken under the applicable law in relation to debtors who are unable or unwilling to pay all their debts, or if the Counterparty were to fail to perform its payment obligations under any agreement with Aminola, Aminola will be authorized to terminate any and all of the Contracts with the Counterparty, and/or to suspend Aminola's obligations thereunder, this without prejudice to any of Aminola's remaining rights under any contract with the Counterparty.
- 10.2 If a circumstance as described in the preceding paragraph should occur, Aminola will also be entitled to reclaim the documents with immediate effect or to take back the goods forthwith and set off the revenue from the sale of these documents and/or goods against the Counterparty's debt. Any costs incidental thereto will be for the Counterparty's account.

11. Confidentiality and warranties

- 11.1 All data, information and material released by Aminola regarding an offer/quotation are for the Counterparty's internal use only and they shall at any time remain the intellectual and industrial property of Aminola. The Counterparty is not allowed to release these in any way without the explicit written consent of Aminola.
- 11.2 The Counterparty warrants that all information, documents, samples, et cetera provided to Aminola is/are correct, complete and reliable.
- 11.3 The Counterparty warrants that the Counterparty and all individuals and entities that work for or in cooperation with the Counterparty comply with statutory safety, health and environmental regulations.

12. Applicable law and jurisdiction

- 12.1 The relation between Aminola and the Counterparty will be governed by the law of the Netherlands.
- 12.2 In case a dispute should arise between Aminola and the Counterparty, the Courts of Rotterdam, The Netherlands, will have exclusive jurisdiction to deal therewith.
- 12.3 Should the main contract terms and/or any standard-contract terms mentioned therein, both as referred to in article 2.1 above, contain any specific law, jurisdiction and/or arbitration clauses, then the latter specific law, jurisdiction and/or arbitration clauses prevail over articles 12.1 and 12.2 above.