

**DISTRUPOL BV**  
**Terms and Conditions of Sale**

**1. GENERAL PRINCIPLES****1.1 Acceptance and enforceability:**

1.1.1 These terms and conditions (the “GTS”) will apply to all sales and deliveries by DISTRUPOL B.V (“DISTRUPOL”), all offers, quotations of DISTRUPOL, all orders placed with DISTRUPOL by another party (the “Buyer”). “Products” means any goods and/or services agreed in the Contract to be sold and delivered by DISTRUPOL to the Buyer. All references to prices, Products and services contained in these GTS shall be taken to mean the prices, Products and services detailed in the relevant order form issued by the Buyer (“Order”) as subsequently accepted or amended by DISTRUPOL’s written confirmation of Order (“Acceptance of Order”). A “Contract” will be deemed to have been concluded after DISTRUPOL has confirmed in writing an Order placed by the Buyer, or has commenced the execution of such Order, whichever occurs first.

1.1.2 These GTS are the only terms upon which DISTRUPOL is prepared to deal with the Buyer.

1.1.3 Any variation from these GTS will be valid only if and to the extent that it has been expressly confirmed by DISTRUPOL in writing.

1.1.4 Placing an Order with DISTRUPOL shall be interpreted as the Buyer’s complete and unconditional acceptance of the GTS, including the specifications, prices and rates in effect at DISTRUPOL, to the exclusion of any other documents such as prospectuses and catalogues issued by DISTRUPOL, which only have informational value.

1.1.5 The Order constitutes an offer by the Buyer to purchase goods in accordance with these conditions.

1.1.6 The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

**1.2 Modification of the Products:**

As long as the offer has not been accepted, DISTRUPOL reserves the right to make at any time any modifications that it deems useful to its Products, and to alter without prior notice the models defined in its prospectuses, catalogues or any other documents.

DISTRUPOL is at all times entitled to effect adjustments in the Products to be delivered, in order to improve them or comply with government regulations.

**1.3 Cancellation of an Order**

The Buyer may only cancel an Order before DISTRUPOL’s written confirmation of Order and with the written consent of DISTRUPOL.

**2. PRICES**

2.1. The price of the services of each delivery of goods will be as detailed in the relevant Order, as amended by the relevant Acceptance of Order, as amended in accordance with conditions 2.2, 2.4, 2.5 and 2.6, or if no pricing information is contained therein, will be in accordance with the Seller’s price list in force from time to time. In the event of a conflict any price revision in accordance with conditions 2.2, 2.4, 2.5 and 2.6 shall prevail, or if the price has not been revised, the price in the

Acceptance of Order shall prevail and, if no price information is contained therein, the price in the Purchase Order prevail.

2.2 Where as a direct result of the United Kingdom's withdrawal from the European Union DISTRUPOL's costs of delivering the Goods are materially increased, DISTRUPOL shall be entitled to increase the price of the Goods on at least 14 days' written notice to the Buyer for such Products delivered from, to or via the United Kingdom (at any point in the supply chain). This increase shall be documented by DISTRUPOL, but for avoidance of doubt, does not need to be agreed by the Buyer in advance. For the purpose of this condition, an increase of 5% or more of the Seller's costs shall in all cases be deemed to be a "material" increase".

2.3 DISTRUPOL's prices are "carriage free", excluding taxes (including VAT), transport and insurance costs and all other costs, to be determined in accordance with these GTS, based on the prices communicated to the Buyer in the Acceptance of Order. DISTRUPOL reserves the right to alter the prices, at any time, until the Order is accepted. Price are not subject to any discount.

2.4 The following costs shall be borne by the Buyer:

(a) any tax, fee or other amount to be paid in application of laws and regulations or those of an importer country or a country of transit; and/or

(b) any creation or increase of aforementioned taxes, duties, fees or other amounts to be paid following the Acceptance of Order; and/or

(c) any increase in costs (including transport) resulting from a specific request from the Buyer.

2.5 DISTRUPOL may still adjust or revise the price of any Contract, provided that this takes place within six (6) months after the Acceptance of Order if the Seller (in its sole discretion) considers the same to be justified by reason of any material increase in the prices of raw materials used by the Seller or other overhead costs incurred by the Seller in the supply of Goods.

2.6 DISTRUPOL may adjust prices where DISTRUPOL experiences increased costs of providing the Products to the Buyer, as a result of any of the following:

(i) governmental interventions, including but not limited to, governmental orders or policies, changes in taxes, tariffs, rebates and currency exchange; and/or

(ii) uncontrollable raw material costs increases due to energy shortage, product shortages or breakdowns in manufacturing outputs and unforeseen increase costs of importing products for the benefit of Distributor rendering the terms of the contract economically unviable; and/or

(iii) increased costs of transportation.

The Seller shall provide the Buyer with 21 days advance notice of any price increase. The Buyer shall be entitled to cancel its Order by providing written notice to the Seller, only if the goods or services provided under that relevant Purchase Order are provided by the Seller out of the Seller's normal stock offering and do not form part of a particular stocking arrangement, such notice to be given within 7 days of the Buyer receiving notice of the price increase. If written notice of cancellation is not received by the Seller within 7 days then the Contract will continue in force.

### **3. PAYMENT**

Unless otherwise agreed in writing, payments shall be made under the following conditions:

#### **3.1 Payment Term:**

The Buyer will pay the entire purchase price, or the remainder thereof in the event of advance payment, immediately upon delivery of the Products or within thirty (30) days after the invoice date, at the discretion of DISTRUPOL, by transfer to or deposit into DISTRUPOL's bank account. If payment is due on a non-working day then it will be payable by the last working day before the due date.

### 3.2 Instrument:

If payment takes the form of a negotiable instrument, failure to return the instrument shall be deemed a refusal to accept equivalent to a failure to make payment. Similarly, if the payment is staggered, failure to make a single payment by its due date shall give rise to the immediate acceleration of the entire debt, without prior notice.

All payments must be made in euros.

### 3.3 Late payment:

3.3.1 Any amount not paid by the due date indicated on the invoice shall automatically give rise to:

(a) the immediate application, without notice, of overdraft interest at the European Central Bank's refinancing rate for current account advances, plus two points;

(b) the application of penalties of an amount equal to fifteen percent (15%) of the invoice amount, subject to a minimum of EUR 500. These penalties shall be due upon request by DISTRUPOL sent to the Buyer by registered mail; and

(c) the immediate acceleration of any amounts due for other deliveries, , if DISTRUPOL does not cancel the corresponding orders.

3.3.2 Any amount not paid by the due date on the invoice shall also entitle DISTRUPOL, automatically and without notice, further to the sending of a letter by registered mail, to suspend the execution of all Contracts in progress with the Buyer, until the full payment of the amounts due, as well as the option to use the reservation of title clause.

3.3.3 If payment has not been made five (5) Working Days after the date requested for said payment by notice that does not cause the situation to be remedied, the sale shall be automatically cancelled if DISTRUPOL so wishes and DISTRUPOL may request, by registered mail or urgent motion if applicable, the return of the Products delivered, without prejudice to all other damages. Cancellation shall affect not only the Sell in question; it shall also affect all prior unpaid Sell, whether delivered or in the process of being delivered, and regardless of whether or not their payment is due.

### 3.4 Instalments

Where the Products are delivered by instalments or the services performed in stages DISTRUPOL may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.

### 3.5 Set-off; Compensation.

Under no circumstances may payments be suspended or be compensated in any way without DISTRUPOL's prior written consent. In particular no disputes arising under the Contract or delays (other than delays accepted by the Seller in writing) shall interfere with prompt payment by the Buyer.

3.6. DISTRUPOL will be entitled to require the Buyer to effect advance payment of an amount to be determined at DISTRUPOL's discretion before it commences the execution of an order or commission.

### 3.7 Legal Proceedings.

In the event that DISTRUPOL is fully or largely successful in legal proceedings to which the Buyer is a party, the Buyer will be obliged to compensate all costs incurred by DISTRUPOL in connection with such proceedings, also to the extent that such costs exceed the cost award made by the court. DISTRUPOL may invoke this clause irrespective of whether the Buyer has appealed against the relevant judgment at the court of appeal or at the Highest Courts.

## **4. PACKAGING CONDITIONS**

### 4.1 General terms and conditions of packaging:

#### 4.1.1 Packaging sold will not be taken back.

4.1.2 Where DISTRUPOL delivers Products to the Buyer, DISTRUPOL ensures that all packaging in the form of crates, drums, boxes, carboys etc are suitable to protect the Products from damage during delivery. DISTRUPOL can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the Products or other unconnected goods and the Buyer must satisfy himself that the Products are safely packaged for such transportation.

4.1.3 DISTRUPOL or DISTRUPOL's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of DISTRUPOL's Products and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). DISTRUPOL accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the Products, containers or other packaging in accordance with the written safety instructions and/or advice.

### 4.2 Terms and conditions for consigned packaging:

4.2.1 Complete terms and conditions for consigned packaging can be found in DISTRUPOL's packaging conditions, available on request. Following terms are basic requirements but in case of discrepancy, that document shall control.

4.2.2 Except when packaging is sold to the Buyer or when packaging cannot be reused, the packaging of the Products is consigned with Buyer. At the time of the Buyer places an Order, it shall indicate whether or not it wishes to purchase the packaging of the Products. When confirming the Order, DISTRUPOL shall inform the Buyer of the Products which packaging is disposable and cannot be re-used and the Products which packaging is consigned. The consignment value of the packages does not include VAT. Expenses to use and clean the packages are also charged to the Buyer, with VAT. All of the aforementioned amounts are payable at the same time as the Products ordered and under the same conditions.

4.2.3 Regardless of the circumstances, consigned packaging remains DISTRUPOL's property.

4.2.4 Consigned packaging must be returned clean, hermetically sealed, complete and bearing DISTRUPOL's original marks and labels and in perfect condition, both inside and outside. They must not have been used for any purpose other than to protect the Product initially contained in such packaging and for any further transportation. They must be totally empty and not contain any residues. If the above conditions are not complied with, DISTRUPOL reserves the right, depending on the situation and at its entire discretion, to charge the Buyer with (i) the full price of such packaging including VAT, as well as any expenses relating to the destruction of said packaging, or (ii) additional expenses for cleaning such packaging if these expenses exceed the previously invoiced amounts. The aforementioned destruction or cleaning expenses shall be deducted from

the consignment fee. If, however, the aforementioned expenses are higher than the consignment fee, the balance of the destruction or cleaning price shall be charged to the Buyer.

4.2.5 Packaging must be returned at the Buyer's costs to DISTRUPOL's warehouse within sixty (60) days from the delivery date. Thereafter, DISTRUPOL shall no longer be required to take them back and shall be entitled to keep the consignment fee.

4.2.6 Once DISTRUPOL has received and accepted the returned packaging, the Buyer shall be reimbursed by a credit note corresponding to the oldest consignment.

4.2.7 Only DISTRUPOL's packaging shall be taken back. DISTRUPOL shall under no circumstances take back (a) any number of packages greater than the quantities delivered by DISTRUPOL or (b) any packaging not delivered by DISTRUPOL or (c) packaging returned after the delay specified in clause 4.2.5.

4.2.8 Where the Buyer uses SAFE-TAINERTM containers, the Buyer shall notify the Seller as soon as empty SAFE-TAINERTM containers are available for collection and the Seller shall arrange collection of such containers with the Buyer. The Buyer shall be entitled to use each SAFE-TAINERTM container free of charge for a period of 56 days from the date of delivery of that container ("Charge Free Period"). Any SAFE-TAINERTM containers not made available for collection within the Charge Free Period will be invoiced at the standard rate per container per day, payment of such invoice being due in accordance with condition 3.

## **5. RISKS ASSOCIATED WITH DELIVERY AND TRANSPORT**

### **5.1 Delivery timeframes:**

5.1.1 Time for delivery of the Products and completion of the services is given as accurately as possible but is not guaranteed. Deliveries are only made based on availabilities, and in the order of the arrival of orders. Failure to comply with the delivery schedule shall not give rise to any damages or setoffs. In the event that DISTRUPOL is unable to deliver the Products at the agreed time, it shall use its reasonable endeavours to notify the Buyer of the delay. Upon notice by DISTRUPOL, the Buyer agrees to negotiate in good faith with DISTRUPOL to agree a new delivery date. In the event that the goods cannot be delivered, or the parties cannot agree a new delivery date, the Buyer may cancel the contract and seek alternative goods at its own cost and risk.

5.1.2 If sixty (60) working days after the date requested for said delivery, in a notice sent to DISTRUPOL by the Buyer, the Product has still not been delivered for a reason other than a case of force majeure, the Contract may in this case be cancelled at the request of the Buyer. The aforementioned delay is extended to ninety (90) working days in the event that it involves a Product that DISTRUPOL does not have hold in stock. Buyer's sole remedy shall be the reimbursement of any advance payments.

5.1.3 Except where otherwise agreed, DISTRUPOL shall deliver to the Buyer's premises stated in the Contract. Acceptance of any change to the delivery point requested by the Buyer shall be at DISTRUPOL's sole discretion and the Buyer shall be liable for any additional expenses incurred by DISTRUPOL as a result of such change.

5.1.4 Regardless of the circumstances, timely delivery may only occur if the Buyer is up-to-date with all of its obligations to DISTRUPOL.

### **5.2 Risks associated with delivery and transport:**

5.2.1 Regardless of the delivery arrangements, including deliveries shipped carriage free and notwithstanding the reservation of title clause, the transfer of risks to the Products and/their packaging to the Buyer shall take place as of the shipping from the DISTRUPOL's warehouses.

Accordingly, the Products and/or their packaging travel at the risk of the Buyer, who shall be responsible, in case of damaged, lost or missing items, for communicating any reservations or for exercising any remedy with the carriers responsible.

5.2.2 However, if the Products are transported by a DISTRUPOL vehicle, the risks of loss or damage of the Products and/or their packaging shall be borne by DISTRUPOL and are only transferred to the Buyer once the Products have been made available to him, i.e. the delivery vehicle's side. DISTRUPOL accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the Products and containers/ packaging from the vehicle side to the Buyer's storage location. In that case, no liability can be accepted for damage in transit unless the Buyer notifies the site from which the Products were ordered or the Buyer's usual customer representative within three (3) working days of receipt of the Products, and confirms by notification in writing within seven (7) working days of receipt of the Products. For latent and not reasonably apparent defects, Seller must be notified within five (5) working days of discovery and in any event no later than three (3) months from the date of delivery. Where DISTRUPOL is notified of the damage to the Products in accordance with this provision, DISTRUPOL shall repair or replace the Products at its sole option.

5.2.3 Where the Buyer collects the Products from DISTRUPOL, although DISTRUPOL may inspect any collection vehicle used by the Buyer, DISTRUPOL shall not be responsible for any losses caused or claims made to the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.

5.2.4 If the Buyer does not promptly discharge road tankers used to deliver the Products to the Buyer, the Buyer shall indemnify DISTRUPOL against any liability whatsoever, including, but not limited to, a liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.

### 5.3 Quantity

5.3.1 DISTRUPOL reserves the right to deliver less or more than the quantity of Products ordered by up to 5% and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variation as a result of normal manufacturing or packing processes and the Buyer must accept such variations up to 5% of the stated measurement.

5.3.2 Failure by the Buyer to take delivery of any one or more instalments of Products delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or part.

### 5.4 Checking of conformity:

Upon reception of the Products, the Buyer shall immediately assess Products' conformity with the Contract in every respect, in particular in terms of quantity and quality. The Buyer shall take reasonable precautions to prevent any contamination of Products caused through no fault of DISTRUPOL during carriage or otherwise from entering the Buyer's production process. Regardless of the circumstances, this assessment by the Buyer must be carried out prior to the putting into circulation or in production of a Product. The Buyer further undertakes not to use the Products provided by DISTRUPOL in a production cycle unless it has first made sure that the Products are consistent with the specifications desired for the production in question. The Buyer acknowledges that it is relying on its own expertise and knowledge and not that of DISTRUPOL in entering the Contract.

### 5.5 Delivery:

The Buyer will sign a delivery slip "for acceptance" when the Products are made available for delivery. Any acceptance shall take place on the doorstep of the place of delivery. Any instruction



given by the Buyer to the employees of DISTRUPOL or DISTRUPOL's carrier to allow the products in its facilities or to have it allow any handling in any way shall take place at the Buyer's own risk.

## **6. WARRANTIES**

6.1 DISTRUPOL's obligation is limited to the supply of the Products according to the Contract. To the fullest permitted by law, DISTRUPOL expressly disclaims all other warranties, express or implied. The Products are offered on the basis that the Buyer has taken all reasonable measures to confirm their suitability for the Buyer's own particular products, applications and production methods. The use of the Products is the sole responsibility of the Buyer who shall assume any consequences thereof, whether direct or indirect, and whatsoever its nature, and DISTRUPOL makes no warranties in respect thereof. The goods supplied by DISTRUPOL shall, at the point of delivery, be in accordance with the specification supplied by DISTRUPOL (if any) and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by DISTRUPOL. The services shall also conform to the specification supplied by DISTRUPOL (if any) and be carried out with all reasonable care and skill.

6.2 DISTRUPOL's warrantee does not apply to visible defects.

6.3 Recommendations for use of the Products, technical advice, whether given in writing, orally, or to be implied from results of tests carried out by DISTRUPOL, are based on DISTRUPOL's current knowledge at the time. No warranty, either express or implied, is made by DISTRUPOL regarding the validity of the recommendations or the results obtained therefrom.

6.4 Unless DISTRUPOL has specifically confirmed in writing to the Buyer that the Products are suitable to be mixed with any other goods, DISTRUPOL accepts no liability for admixture of the Products with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the Products concerned and the containers to be used are entirely suitable for such admixture and/or for transfer of such.

6.5 If the condition of the goods or services is such as might or would (subject to these conditions) entitle the Buyer to claim damages, to repudiate the Contract or to reject the goods or services the Buyer must first ask the Seller to repair the goods or supply satisfactory substitute goods or services and the Seller shall then be entitled at its option to repair or supply satisfactory substitute goods or services free of cost and within a reasonable time or to repay the price of the goods or services in respect of which the complaint is made.

6.6 If DISTRUPOL does so repair or supply satisfactory substitute goods or services or effect repayment, the Buyer shall be bound to accept such repaired or substituted goods or services or repayment and the Seller shall be under no further liability in respect of any loss or damage of whatever nature arising in relation to those goods or services.

## **7. REACH**

7.1 The Buyer agrees to comply with all of its obligations under the EU Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). In particular, the Buyer shall communicate to DISTRUPOL any new information on hazardous uses of the Products and possible inadequacy of recommended risk management measures related to substances and/or mixtures that they contain.

7.2 For all dangerous substances and mixtures covered by REACH, the Buyer will receive safety data sheets, which may include one or more exposure scenarios attached. The Buyer will check whether their current use of a particular substance and/or mixture is covered by the relevant safety data sheet and related exposure scenarios and whether the Buyer complies with the conditions described on the relevant safety data sheet and exposure scenarios.

7.3 Identified uses under REACH do neither represent an agreement on the corresponding contractual quality of the Products nor a designated use under any Contract.

7.4 If the Buyer intends to use a dangerous substance and/or mixture outside the conditions described in the relevant exposure scenario, or if the Buyer's use is not covered by that exposure scenario, the Buyer should make its use and/or use conditions known to DISTRUPOL as soon as possible. DISTRUPOL will then contact the relevant supplier to seek to obtain from the supplier of the substance and/or mixture the exposure scenario that covers the Buyer's particular use conditions. Any use by the Buyer of the substance or mixture outside the conditions specifically described on the safety data sheet and related exposure scenario shall be at the Buyer's exclusive risks and DISTRUPOL disclaims any liability thereof.

7.5 Alternatively, the Buyer can seek their own registration for a specific use of a dangerous substance and communicate the registration reference to DISTRUPOL in order to continue supplies of dangerous substances for uses not identified on the relevant exposure scenario.

7.6 DISTRUPOL may not be held liable to the Buyer in case of failure or delay in the performance of its supply obligations, if the failure or the delay is due to orderly compliance of regulatory and legal obligations in connection with REACH being triggered by the Buyer's respective communications.

## **8. LIMITATION OF LIABILITY**

8.1 Nothing contained in these Conditions shall limit or restrict DISTRUPOL's liability for matters for which liability may not be limited or excluded under Dutch law.

8.2 Buyer's failure to perform incoming inspection and conformity checks required under these GTS shall give rise to Buyer's exclusive liability for any direct, indirect or consequential damages that could have been avoided had the Buyer performed such inspection and checks. Similarly, Buyer's acceptance of a product delivered by DISTRUPOL and which specifications are acknowledged by the Buyer as not meeting the specifications agreed in the Contract shall waive all rights of Buyer to claim that such product is non-conforming and give rise to Buyer's exclusive liability for any direct, indirect or consequential damages caused by such product. In no event may DISTRUPOL be held liable under aforementioned circumstances.

8.3 The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's goods and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). The Seller accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the Sellers' goods, containers or other packaging in accordance with the written safety instructions and/or advice.

8.4 Where the Seller delivers goods and containers/packaging to the Buyer, the point of delivery will be the delivery vehicle's side and the Seller accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the goods and containers/ packaging from the vehicle side to the Buyer's storage location or offloading.

8.5 Where the Buyer receives goods via a Power Take Off delivery system, it is the Buyer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery and the Seller accepts no responsibility for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.

8.6 DISTRUPOL shall only be liable for direct damages. To the extent permitted under applicable law, under no circumstances, shall DISTRUPOL be liable for any indirect or consequential damages (whether in contract, law, tort, including negligence, or otherwise). In particular, DISTRUPOL may never be held liable for lost profits or revenues, depreciation of goodwill, loss of use of facility, costs of replacement products from a third party.



8.7 DISTRUPOL's maximum aggregate liability under or in connection with any Contract will in no circumstances exceed the price of the Products or services under the Contract.

## **9. CLAIMS/REMEDIES**

Any claim for shortage or non-conforming Products must be made in writing to the Seller within 5 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within five (5) days after the date upon which the Product was to be delivered. For latent and not reasonably apparent defects, Seller must be notified within five (5) working days of discovery and in any event no later than 25 days from the date of delivery. Where Seller is notified of the damage to the Products in accordance with this provision, Seller shall repair or replace the Products at its sole option. Failure of the Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without the Seller's permission and transportation for return will not be paid by the Seller unless authorized in advance.

## **10. FORCE MAJEURE**

10.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, failure to grant any necessary licence or consent, any consequence arising as a result of or in connection with the United Kingdom's withdrawal from the European Union, accident, breakdown of plant or machinery, fire, flood, storm, default or failure of suppliers or subcontractors, breakdown of machinery or anything directly or indirectly interfering with the goods or services (including but not limited to the price or supply of raw materials, services or any other goods relating to the contract) or the manufacture, supply, shipment, arrival or delivery of the goods.

10.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.3 In the event that DISTRUPOL has already partially fulfilled its obligations upon the occurrence of force majeure, or is only able to fulfil its obligations in part, it will be entitled to separately invoice the part already supplied or the part that can still be supplied and the Buyer will be obliged to pay that invoice as if were a separate Contract.

10.4 If the Force Majeure Event prevents the Seller from providing any of the goods and/or services for more than twenty-four (24) weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

## **11. TERMINATION**

DISTRUPOL shall be entitled forthwith to terminate any Contract between DISTRUPOL and the Buyer by written notice if the Buyer fails to pay any invoice in accordance with these conditions or where the control of the Buyer changes during the period of the Contract or where the Buyer commits any continuing or material breach of the Contract. In addition, if the Buyer declares bankruptcy, all ongoing Contracts between the Buyer and DISTRUPOL shall be cancelled with immediate effect.

## **12. USE OF THE PRODUCTS**

12.1 The Buyer shall use, transport, store and transform the Products, in compliance with (a) all applicable laws and regulations on environmental protection, public health and the protection of

humans and property and (b) safety instructions of the Buyer. The Buyer shall ensure that its employees comply with the same.

12.2 The Buyer shall comply with any safety information on the Products supplied to it and ensure that its customers are provided with all necessary information to use the Products in the safest possible way.

12.3 The Buyer undertakes to only sell Products to persons able to use them, store them, transport them or transform them in a manner consistent with the strictest safety rules.

### **13. RESERVATION OF TITLE CLAUSE**

13.1 Title to the Products will only be transferred to the Buyer when the Buyer has paid to DISTRUPOL all sums (including any default interest and ancillary amounts) due from it to DISTRUPOL under the Contract and under all other Contracts between DISTRUPOL and the Buyer (including any sums due under contracts made after this Contract) whether or not the same are immediately payable.

13.2 Until title to the Products has passed to the Buyer under these conditions the Buyer shall not pledge the rights to such goods, transfer the ownership of such goods or grant any rights to such to any third parties. The Buyer shall ensure that any packed products are clearly identifiable as received from belonging to the Seller as far as reasonably possible. During such time as the Buyer possesses the Products with DISTRUPOL's consent, the Buyer may in the normal course of business sell or hire the Products as principal but without committing DISTRUPOL to any liability to the person dealing with the Buyer.

13.3 DISTRUPOL may recover the Products in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licenses DISTRUPOL to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that clause 13.3 is being complied with by the Buyer or of recovering any Products in respect of which title has not passed to the Buyer.

13.4 The Buyer is required to inform DISTRUPOL immediately of any right exercised by third parties on the Products that are covered by the reservation of title or, if the Buyer is aware thereof, of the intention of any third parties to exercise their rights on the aforementioned Products.

### **14. COMPLIANCE**

The Buyer;

- (a) will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;
- (b) acknowledges that it has access to, and reviewed, a copy of the Global Standards of Business Conduct, Anti-Bribery and Corruption and Anti-Trust and Competition Policies at <http://www.distrupol.com> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;
- (c) will have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the matters referred to at 14 (a) and 14(b) , to ensure continued compliance

### **15. GOVERNING LAW AND JURISDICTION**

15.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the Dutch law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Rotterdam.

15.2 Prior to initiating any legal proceedings, Parties shall attempt to resolve their dispute amicably.

## **16. MISCELLANEOUS**

16.1 Intellectual Property. All trademarks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, knowhow and other intellectual property rights of any nature ("Intellectual Property") in all Products or services supplied by DISTRUPOL are owned by DISTRUPOL and/or its suppliers. DISTRUPOL reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trademarks or other Intellectual Property.

16.2 Severability. If any provision of the Contract or of these GTS is found by any court, tribunal or administrative body of competent jurisdiction to wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable the remaining provisions of the GTS and the Contract shall remain in full force and effect.

16.3 Assignment. The benefit of the Contract is specific to the Buyer, cannot be assigned without DISTRUPOL's consent and any prohibited assignment shall be void. DISTRUPOL may freely assign, delegate or transfer any Contract, as a part or as a whole, and any of its obligations thereunder to any third party. All the terms and conditions of the Contract shall be binding upon and for the benefit of the Parties hereto and their successors and permitted assigns.

16.4 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of the GTS or any Contract will not constitute a waiver or otherwise modify the GTS or such Contract. A Party's waiver of any right granted under the GTS or any Contract on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

16.5 Independent contractor. Nothing contained in these GTS or in any Contract shall create a joint venture or establish a relationship of principal and agent or any other relationship of a similar nature between the Parties. No Party shall have power to act on behalf of or to bind the other in any way.

16.6 Variations. No variation to any Contract or additional terms shall have effect unless signed in writing on behalf of the Seller.

16.7. Data Protection. Should the Buyer receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from DISTRUPOL, the Buyer shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms.

The Buyer hereby agrees to indemnify DISTRUPOL against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by DISTRUPOL as a result of any breach of the GDPR by the Buyer.

16.8 Translation. In the event that the conditions of the Dutch version of the Conditions of Sale should be in conflict with this English version of the Conditions of Sale, the provisions of the English (as applicable) version of the Conditions of Sale shall prevail.