

General Terms and Conditions of Sale

1. Scope of validity

All deliveries and related services will be carried out based on these terms and conditions. References by the purchaser to the purchase conditions of the purchaser are herewith contradicted and their application is herewith excluded. These terms and conditions also apply to all future transactions. Stipulations varying from these terms and conditions must be explicitly accepted in writing by the vendor. Also in the event that the vendor acts as agent, or otherwise as an intermediary.

The prevailing Incoterms apply to all matters not provided for in these terms and conditions.

2. Quotations and acceptance

All offers made by the vendor are without obligation; unless the contrary is proved by the purchaser, the vendor shall not be bound until after the written confirmation of the order has been received by the purchaser. Quotations submitted are valid until the date stated on the quotation, in the absence of which the vendor shall have the right to disclaim validity after 3 working days following receipt of the quotation.

3. Product specifications, samples and warranty

3.1 Unless otherwise agreed upon in writing, the product shall comply in all material respects with the product specifications of the vendor.

3.2 Samples shall only be binding if they have been explicitly agreed upon as such in writing.

3.3 Information with regard to products and shelf life shall only count as warranty if these are agreed upon as such in writing.

4. Advice

Should any advice be given by the vendor, this is done to the best of the vendor's knowledge. Data and information on the suitability and use of the product do not discharge the purchaser from its duty to conduct any and all reasonable inspections and tests.

5. Delivery

Delivery will take place in accordance with the delivery conditions agreed upon, as per the then prevailing Incoterms.

The delivery date agreed upon is an approximation only and shall not be considered to be a due date. The vendor shall have the right to deliver on or around the delivery date agreed upon.

6. Damage during transport, incomplete or untimely delivery

In case of claims regarding damaged goods or incomplete or untimely delivery, the purchaser must submit these in writing to Solindis within 3 working days following the date on which the (potential) ground therefor was or should have reasonably been discovered by the purchaser.

7. Prices

Unless otherwise agreed upon, all prices shall be inclusive of transport and inclusive of packaging as confirmed, but exclusive of VAT.

8. Payment and failure to pay

8.1. Unless otherwise agreed upon, payment shall take place within the term of payment agreed upon and without any deductions or discount and without any setoff. Should the purchase price remain due, in whole or in part, on the due date, this shall be considered to be a material violation of the obligations under the agreement.

8.2. The vendor shall have the right to charge interest on account of overdue payment, amounting to 8%-points over the basic interest rate announced by the European Central Bank, which was applicable the moment the purchaser was first in default.

9. Security

In case of reasonably supportable doubts with regard to the solvency of the purchaser, in particular when the purchaser continues to default in payment, the vendor may, subject to more far-reaching claims, revoke earlier terms of payment granted and demand a down payment or provision of security for subsequent deliveries.

10. Retention of title

The vendor retains the right of ownership of the goods until such time as the purchase price has been paid in full. Until such time as the vendor retains the right of the goods sold, the purchaser may solely have the

goods sold for processing purposes, or for reselling in the ordinary course of business.

11. Force Majeure / Releasing circumstances

An "Event of Force Majeure" means any event or circumstance which occur outside the reasonable control of the vendor, for instance natural disasters, war, labour disputes, shortage of raw materials and energy, traffic and business disruptions, damage caused by fire and explosions, government intervention, and production or delivery interruption at any of vendor's suppliers. An Event of Force Majeure releases the vendor from its contractual obligations for the duration of the disturbance and in accordance with the extent of the consequences for the vendor. This also applies in so far as the events and circumstances render the execution of the transaction in question durably uneconomical for the vendor or have occurred at the suppliers of the vendor. In the event that the circumstances referred to continue for a period exceeding 3 months, the vendor shall have the right to dissolve the agreement.

12. Non-performance

In the event that the vendor or purchaser fails to comply with essential obligations or fails to do so in good time or properly, as well as in the event of a moratorium on payments or involuntary liquidation of the company of the vendor or purchaser, the other party shall have the right to unilaterally dissolve the agreement, wholly or in part, without further notice of default and without judicial intervention, or to suspend the execution thereof, wholly or partially, all without being obliged to pay any damages whatsoever, and without prejudice to any other rights of this party.

In the event that any of the above circumstances occur with respect to the purchaser, all debts owed by the purchaser to the vendor shall be forthwith due and payable in full.

13. Compliance with statutory provisions

If not otherwise agreed upon in the actual case, the purchaser shall be responsible for compliance with the statutory provisions relating to importation, transport, storage and use of the product.

14. Rights of the purchaser in the event of defects

The purchaser is obliged to inspect the goods sold and the packaging material within 8 days of receipt of the goods. Any defects discovered during this inspection, as well as any defects discovered later during use or processing, must be made known to the vendor, in writing, immediately after having been discovered.

The vendor's liability as a result of failure to deliver, or failure to do so in good time or properly, shall never exceed the net amount of the sale and/or the net amount of the invoice of the goods sold. Vendor will not be liable for indirect damages and/or consequential damages and/or trading loss and/or loss of turnover or profit. Vendor's liability will never exceed the provisions of these general terms and conditions whether the claims arise from agreements, the dissolving thereof, or otherwise such as a wrongful act.

15. Applicable law and competent court

This agreement is governed by the laws of the Netherlands, in combination with the United Nations Convention of 11 April 1980 (CISG) on Contracts for the Sale of Goods (Vienna Sales Convention), irrespective of whether the purchaser is established in a CISG member state or not.

Only the competent court at 's-Hertogenbosch, the Netherlands, shall be competent to hear and decide on any dispute. The vendor does, however, have the right to bring any matter before any other competent court, including the competent court where the purchaser is domiciled.

16. Contract language

In the event that the purchaser is also informed of these general terms and conditions of delivery in another language, other than the language in which the agreement is concluded (contract language), this shall occur solely to facilitate the comprehension thereof. In the event of a difference of opinion on the correct interpretation, the contract language shall be decisive.