

TERMS AND CONDITIONS OF SALE

SINERIA HOLLAND BV

1. DEFINITIONS AND APPLICABILITY

1.1 The following definitions apply to these Terms and Conditions of Sale:

- a. "Sineria": the company, which enters into an Agreement with a Buyer or has the intention of doing so;
- b. "Buyer": any natural person or legal entity that has entered into an Agreement with Sineria or that wishes to enter into an Agreement with Sineria;
- c. "Agreement": an agreement for the sale and supply of Products and the provision of services by Sineria to the Buyer;
- d. "Products": all products that Sineria offers, sells or supplies, or has offered, sold or supplied, to the Buyer;
- e. "Terms and Conditions of Sale": these general terms and conditions of sale;

1.2 All offers, orders and Agreements of Sineria shall be subject to these Terms and Conditions of Sale, to the exclusion of any other general terms and conditions.

1.3 By accepting an offer or placing an order, the Buyer accepts the applicability of these Terms and Conditions of Sale.

2. PRICES AND SHIPPING COSTS

2.1 Unless expressly agreed upon otherwise in writing, all prices quoted for the Products and services offered are excluding VAT or other taxes and excluding handling and shipping costs or other levies.

3. PAYMENT

3.1 Unless expressly agreed upon otherwise in writing, payment of the agreed price shall be made at the time the Agreement is entered into.

3.2 The Buyer shall not rely upon any deductions, discounts or suspensions in respect of payment.

3.3 The Buyer is not entitled to offset payments.

3.4 In the event that payment has not been made within the agreed payment term, the Buyer shall be obliged to pay default interest at 1,5% per month on the amount outstanding with effect from the date on which payment ought to have been made.

3.5 In the event that the Buyer fails to make payment within the term stipulated when the notice was given the Buyer must pay all expenses, including judicial and extrajudicial costs, incurred in respect of the collection of the amount due. The extrajudicial costs shall be set at a minimum of 15% of the total sum outstanding.

3.6 Payments made by the Buyer shall be used in the first instance to settle all interest amounts and/or costs owed and subsequently to settle the outstanding invoices, starting with the longest outstanding debts.

4. DELIVERY

4.1 Unless expressly otherwise agreed in writing, delivery shall be made "ex works" (EXW) from the premises of Sineria. The interpretation of the used Incoterm shall be governed by the edition of the Incoterms issued by the International Chamber of Commerce that was most recent at the time the Agreement was entered into.

4.2 The dates of delivery stated are indicative and non-binding. Failure to meet the quoted delivery time shall not entitle the Buyer to compensation or to cancel the order or dissolve the Agreement.

5. FORCE MAJEURE

5.1 Sineria will not be liable in any respect for failure to perform its obligations if hindered or prevented, directly or indirectly by war (declared or undeclared), national emergency, inadequate transportation facilities, machinery or equipment failure, Sineria's inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to Sineria, fire, flood, windstorm or other act of God, strike, lockout or other labour dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the reasonable control of Sineria (each a "Force Majeure"). Sineria shall have no obligation to procure any Products from other sources.

5.2 In the event that the duration of a Force Majeure exceeds three (3) months or is reasonably expected to exceed 3 months, Sineria is entitled to withdraw from any obligation it may have to supply the Products to Buyer without the Buyer having any right to compensation.

6. RETENTION OF TITLE

6.1 The Products delivered shall remain the property of Sineria until all sums owed by the Buyer to Sineria, including the interest amounts and extrajudicial collection costs due, have been paid and received in full. The risk shall be transferred at the moment of supply of the order in accordance with the provisions of Article 4.

7. CLAIMS AND LIABILITY

7.1 Upon their delivery, the Buyer is obliged to check whether the Products delivered comply with the Agreement.

7.2 In the event that the Buyer discovers that the Products delivered do not comply with the Agreement, Buyer must inform Sineria of this within eight (8) days. Failure to do so shall result in the Buyer no longer being entitled to claim that the Products delivered do not comply with the Agreement.

7.3 In the event that the Buyer demonstrates that the order does not comply with the Agreement, the Buyer shall be entitled to have the Products delivered either repaired or new, at the discretion of Sineria.

7.4 With the exception of intentional act or omission (dolus) or deliberate recklessness of Sineria, Sineria shall under no circumstances be liable.

7.5 Sineria shall under no circumstances be liable for any loss of profit, loss of use, loss of contracts or any other consequential damage arising in connection with the performance of the Agreement.

7.6 Buyer is aware that the Maximum Residue Level can differ per country. Sineria can therefore not be held liable if the import tolerance of the countries where the Products are exported to is exceeded.

7.7 For damage in connection with the use of the Products the document with title 'Product Warranty Page' Annex 1 is applicable. The 'Product Warranty Page' is part of these Terms and Conditions'

7.8 If there is doubt whether article 7 or the 'Product Warranty Page' is applicable, article 7 prevails.

8. SUBSEQUENT BUYERS

8.1 The Buyer is obliged to send the 'Product Warranty Page' to the subsequent buyers before closing the agreement and is also obliged to pass on all instructions, advice and

	manuals received from Sineria concerning the Products to any subsequent buyers.	
8.2	Buyer will only resell in the same packaging, including the same labelling prints among other provided with the text of Annex 1 and any instruction leaflets.	
9.	COMPLIANCE	
9.1	Buyer complies with all applicable (inter)national laws, rules and regulations, standards and orders in connection with the performance of the Agreement, including all applicable laws including safety and health rules and regulations, rules and regulations on international trade, such as embargos, import and export control and sanctioned party lists.	
9.2	Buyer complies with all applicable commercial and public anti-bribery laws including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Furthermore, Buyer shall not make any facilitation payments to induce officials to perform routine functions they are otherwise obligated to perform. Buyer shall enter into a written agreement with its subcontractors or agents that contains terms that are at least as protective of Buyer as the present clause. Buyer remains responsible for compliance of its subcontractors, agents and its personnel in all respects with clause 9.2.	
9.3	Buyer complies with all applicable (inter)national privacy laws, rules and regulations, and standards in connection with the performance of the Agreement. Buyer expressly warrants neither to process any personal data for its own purpose nor to involve any subcontractors in processing any personal data without prior written consent of Buyer. Sineria is entitled to audit Buyer's compliance with these privacy laws, including without limitation, Buyer's obligation to take appropriate technical and organizational measures to protect the personal data involved. Buyer will contribute and cooperate to the execution of such an audit and will procure that its subcontractors will contribute and cooperate also.	
9.4	Buyer shall ensure that all Products are safely, lawfully, and properly received, stored, maintained, used or applied by Buyer, and that all appropriate safety information (whether supplied by Sineria, Buyer or others) is properly communicated to employees, subsequent buyers, and all others who require it for the safe handling or use of the Products.	
10.	INDEMNIFICATION	
	10.1 Buyer shall be liable and hold Sineria and their directors and employees ("Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of the Products including but not limited to the situations mentioned in article 5 (Force Majeure clause) and article 7.6 (Exceeding MRL) except to the extent that this is caused by Sineria's wilful misconduct or gross negligence.	
11.	NON-ANALYSIS, INTELLECTUAL PROPERTY, AND CONFIDENTIAL OR PROPRIETARY INFORMATION	
11.1	Buyer agrees that Products are being purchased for, and will be used in connection with end use applications only, and that Buyer will not test or analyse the Products, or	
	furnish Products to any third party for testing, analysis, or any other purpose without the written consent of Sineria.	
11.2	Except as necessary for the use of products by Buyer, Buyer does not acquire any ownership or other interest or license under any intellectual property rights of Sineria under this Agreement, and shall not use any of Sineria's trade names, trademarks, or other intellectual property rights in any manner except as authorized by Sineria in writing.	
11.3	Sineria cannot guarantee that the Products supplied to the Buyer do not infringe any (unwritten) intellectual and/or industrial property rights of third parties.	
12.	TERMINATION AND DISSOLUTION	
12.1	Sineria is entitled to partly or fully suspend the execution of all Agreements concluded between the parties, including the Agreement or, at its discretion, to partly or fully terminate or dissolve these Agreements, including the Agreement, with immediate effect by means of a written statement, without prior notice of default, notification or judicial intervention, without Sineria being obligated to pay any compensation, and without prejudice to all its rights to compensation of costs, damage and interest if: (a) the Buyer falls short in one or more of its obligations with regards to the Agreement or related agreements; (b) (an application for) suspension of payments or declaration of bankruptcy is made by the Buyer; (c) the Buyer loses control of its assets or is placed under administration; (d) the Buyer's company is sold or terminated; (e) permits required by the Buyer for the execution of the Agreement are revoked; (f) a significant portion of the Buyer's business assets is seized; (g) Sineria serves a garnishee order on the Buyer; (h) the Buyer loses management of its assets.	
13.	APPLICABLE LAW AND JURISDICTION	
13.1	All rights, obligations, offers, orders and Agreements to which these Terms and Conditions of Sale apply, as well as these Terms and Conditions of Sale, shall exclusively be governed by the laws of the Netherlands.	
13.2	The United Nations Convention on Contracts for the International Sale of Goods (CISG-Vienna, 11 April 1980) shall not apply to all rights, obligations, offers, orders and Agreements to which these Terms and Conditions of Sale apply, or these Terms and Conditions of Sale.	
13.3	All disputes arising in connection with the Order and/or Agreement, or any further agreements resulting therefrom, including disputes relating to the existence, validity and/or the termination thereof, shall be submitted to the exclusive jurisdiction of the District Court of Limburg, location Maastricht, the Netherlands.	
14.	MISCELLANEOUS	
14.1	If any provision or part of these Terms and Conditions of Sale or an Agreement is rendered void or unenforceable, for whatever reason, then it shall be void and unenforceable to that extent only and no further. Any such void or unenforceable part of the Agreement or the Terms and Conditions of Sale shall be (deemed to be) replaced by provisions that are neither void nor unenforceable and that differ as little as possible, in view of the aims of the Agreement and the Terms and Conditions of Sale and the relevant provisions, from the void and/or unenforceable provisions.	