

**GENERAL CONDITIONS OF SALE AND DELIVERY OF CHRYSL INTERNATIONAL BV (“GCSD”), COC NR 32029274**

**Article 1 Applicability of the Conditions**

1. These GCSD shall apply to any and all offers for the sale and delivery of products and services that are made by Chrysal International BV, hereafter “the Supplier”, and any contract or agreement between the Supplier and a customer (hereafter “the Customer”) and any delivery of products or services rendered by the Supplier (hereafter referred to as “Products” and “Services” respectively), unless explicitly agreed otherwise in writing.
2. For the purpose of the GCSD “the Customer” shall mean: any individual or legal entity who/that either directly or via its representative has entered into or wishes to enter into an agreement for the sale and delivery of products and/or services with the Supplier, its representatives, agents, assigns or successors.
3. The placement of a purchase order or an assignment implies the total and unconditional acceptance by the Customer of the GCSD. The provisions of the GCSD will prevail over any brochures, catalogues, and/or informative documents issued by the Supplier.
4. The GCSD shall take precedence over any general (purchase) conditions of the Customer. Any provision included in the Customer’s documentation subsequent to the Supplier’s commercial offer or purchase order which modifies the GCSD shall be considered null and void, unless specifically otherwise agreed in writing by the Supplier.
5. To the extent that any provision of the GCSD or the application thereof to any Customer, person or entity is held to be inconsistent with any present or future law, rule, ruling or regulation of any court or governmental or regulatory authority having jurisdiction over the subject matter, such provision shall be deemed to be modified to the minimum extent necessary to comply with such law, rule, ruling or regulation, and the remainder of the provisions hereof or their application except as to those as to which it is held inconsistent, shall not be affected. If any provision hereof is determined by a court, or governmental or regulatory authority having jurisdiction to be illegal, unenforceable or void, and if the remainder of the provisions shall not be affected by such determination and is capable of substantial performance, then such void provision shall be deemed rescinded and each provision not affected shall be enforced to the extent permitted by law.

**Article 2 Offers and Orders**

1. All offers made by the Supplier, in any form whatsoever, are non-binding, unless otherwise expressly stated by the Supplier in writing including by electronic mail, (“in writing” or “electronic mail” here after referred to as “in writing”).
2. The Supplier shall have no obligations towards the Customer, unless the Supplier has accepted or confirmed an agreement, an order or an assignment in writing, the date of confirmation being conclusive.
3. With respect to agreements, arrangements, purchase orders, or assignments that due to their nature or magnitude are not confirmed in writing, the invoice is deemed to correctly and completely represent the transaction, unless the Customer notifies the Supplier to the contrary in writing within 10 days after receipt of the invoice. Such acceptance of the invoice by the Customer, also confirms the total and unconditional acceptance by the Customer of the GCSD.
4. The Supplier shall have the right to refuse purchase orders without stating its reasons.

**Article 3 Prices and Payment**

1. The Products and Services shall be sold at the prices stated in the Supplier’s price list applicable at the time of delivery, unless explicitly agreed differently in writing. Prices so listed only apply to quantities of Products or Services as offered, and sold unless explicitly stated otherwise.
2. Unless stated or agreed otherwise in writing the Supplier’s prices shall be:
  - ex works as referred to in the Incoterms as they are in force at the time of delivery;
  - exclusive of costs of standard packaging;
  - exclusive of VAT
  - stated in Euro.
3. The Supplier shall have the right to increase the price as stated in the pricelist referred to in article 3.1 or as agreed also after the date a contract was concluded or an order was accepted, if prior to delivery the Supplier’s costs have risen as a result of, including but not limited to, increases of duties, levies, value added tax, excise duty, production costs, labour costs, currency fluctuations, prices for raw material, costs of registration, Customer requests etcetera.
4. Unless otherwise expressly agreed to in writing, payment shall be made without any discount or set-off, and within thirty (30) days after the date of the invoice by (1) transfer of the amount due into a bank account in the name of the Supplier to be designated by the Supplier, or by (2) any other means of payment expressly accepted in writing by the Supplier.

5. Notwithstanding the provisions of article 3.4, the Supplier shall at all times be entitled to demand cash on delivery, or to require that the Customer upon acceptance of the order by the Supplier grant security in any form the Supplier deems appropriate, at its discretion for the performance by the Customer of any of its obligations in connection with or ensuing from the contemplated transaction.
6. If the Customer fails to make timely payment of amounts due to Supplier after expiration of payment terms extended to Customer by Supplier, the Customer automatically and without notice or presentment shall be deemed to be in default, and default interest shall accrue and become due on the amounts due as of the date of such default until fully paid at an interest rate of 1% per month or at the highest interest rate allowed by law (if higher than 1%). In addition, the Supplier shall be entitled to recovery of all reasonable attorneys’ fees and judicial and non-judicial costs incurred in its efforts to collect such amounts due whether a lawsuit or other legal proceedings are filed or not. Costs outside a lawsuit or other legal proceedings are to be calculated as follows:
  - on any amount due up to € 3,000.-: 15%
  - on any additional amount up to € 6,000.-: 10%
  - on any additional amount up to € 15,000.-: 8%
  - on any additional amount up to € 60,000.-: 5%.In the event that the Supplier can prove that it has incurred higher costs which were reasonably necessary for collection of any amount due, such costs shall be eligible for compensation by the Customer as well. At all times an absolute minimum of € 50,- shall be due by the Customer.

**Article 4 Retention of Title**

1. Until payment of all amounts due by the Customer to the Supplier has been made in full, the Products delivered shall remain in the ownership of the Supplier. If the Customer obtains actual possession of the Products prior to payment in full, the Products shall be deemed to have been provided to the Customer on consignment, and the Supplier at any time shall be entitled to demand that the Customer shall transfer the Products to the Supplier, or the Supplier may collect the Products that were held by the Customer at the cost of the Customer.
2. Any Products delivered by the Supplier with respect to which it has retained title, may be resold only in the normal course of business.
3. Until payment of all amounts due by the Customer to the Supplier has been made in full, the Customer shall not have the right to vest any third party rights in the Products without the expressed approval in writing from the Supplier.
4. In the event that third parties wish to vest or exercise any rights (such as but not limited to rights to possession, rights of pledge, usufruct etc) in the Products delivered with respect to which title has been retained by the Supplier, the Customer shall immediately send written notice thereof to the Supplier.
5. Until title to the Products has passed to the Customer, the Customer shall:
  - store the Products separately from all other products held by the Customer so that they remain readily identifiable as the Supplier’s property; and
  - not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
  - maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
6. Unless otherwise specifically agreed to in writing, the Products and Services sold to the Customer are not sold for resale by the Customer; the Customer shall buy the Products and Services for its own use only and shall not sell or transfer nor make the Products or Services available to any third party on any other title. The Customer shall not repack the Products and/or shall not make any amendments, changes or alterations of any nature to the Products and/or to the packaging of the Products without the Supplier’s expressed written consent.

**Article 5 Delivery**

1. Any delivery time stated by the Supplier shall be an estimate only, and shall not be binding on the Supplier. The Supplier shall not be liable for damages that arise in consequence of any failure to deliver at the specified time or on the specified date, nor shall such failure be deemed to constitute a breach of the agreement or of the provisions of the GCSD by the Supplier.
2. The Supplier is entitled to deliver any order in parts (partial deliveries). Partial deliveries may be invoiced separately.
3. The Customer is entitled to cancel or rescind a purchase order, a contract or other agreement by written notice sent to the Supplier in the event that the delivery term stated by the Supplier is delayed by more than 90 days, unless the delay is caused by Force Majeure as defined in these GCSD.

4. In the event of a cancellation or rescission caused by delay as referred to in Article 5.3, the Supplier shall not be liable for any loss or damages, of any kind, incurred or suffered by the Customer or any third parties.
5. Unless otherwise agreed to in writing, the risk of damage to or loss of the Products shall pass to the Customer as soon as the Customer or its carrier has possession thereof, or as soon as the Customer has paid the Supplier all amounts due and title transferred to the Customer regardless of whether the Products have been delivered to or received by the Customer.
6. The Customer shall accept the purchased Products and Services upon delivery. In the event of refusal to accept delivery, the Products shall be stored by the Supplier for the account and risk of the Customer. All additional costs, including but not limited to costs of storage, shall be for the account of the Customer.
7. If the Customer refuses to accept the purchased Products upon delivery, the Supplier may, without prejudice to the right to claim any liquidated damages, retain as a restocking fee or handling fee any deposits or down payments made by the Customer.

#### **Article 6 Force Majeure**

1. "Force Majeure" in these GDSD shall mean: any circumstances beyond the control of the Supplier or circumstances that were unforeseeable at the moment the contemplated transaction was agreed to and as a result of which performance by the Supplier of its obligations can no longer reasonably be expected of the Supplier nor required by the Customer.
2. In the event that the Supplier finds itself in a situation of Force Majeure, it shall notify the Customer as soon as possible.
3. If the Force Majeure event is of a temporary nature, the Supplier shall have the right to suspend its performance until the effects and consequences of the Force Majeure event no longer exist. Any delivery terms stated by the Supplier shall be extended during and until after the effects and consequences of Force Majeure no longer exist.
4. In the event that, in the Supplier's reasonable opinion, effects or consequences of the Force Majeure event are of a permanent nature and the Supplier has confirmed this to the Customer in writing, the Customer is entitled to rescind the agreement by sending a written notice thereof to the Supplier.
5. The Supplier shall not be liable for any loss or damages sustained by the Customer or third parties as a consequence of non-performance due to Force Majeure.

#### **Article 7 Defects/Complaints/Claims**

1. The Customer shall inspect or have the purchased Products and Services inspected upon delivery. The Customer shall verify whether the Products and Services delivered are in good condition and comply with the terms agreed including specifically whether the Products were delivered in the correct quantities, and if the quantities delivered are the same or differ from the quantities stated in the delivery note/receipt.
2. In case of visible defects in Products or Services, or defects in quantities, or in case of any visible damage or defects in the packaging or the Products, the Customer shall describe such visible damages, defects or shortages in detail on the delivery note/receipt promptly upon delivery. If no damages, defects and/or shortages have been stated on the delivery note/receipt, the Products and Services shall be deemed to have been conforming and accepted as delivered.
3. Any claims with respect to defects in Products or Services including but not limited to condition, damage, defects or shortages, and any claims with respect to the invoice, shall be submitted by the Customer to the Supplier in writing within 10 days after delivery or receipt of the invoice, or ultimately within 10 days after the Customer could reasonably have discovered such non-conforming or defective nature of the Products or Services. The Supplier shall not be liable in respect of any claim that is brought to his attention after such period.
4. In case of acceptance by the Supplier of any claim in relation to non-conforming or defective Products and after the Supplier has given expressed written permission to the Customer to do so, or in case of a Product recall initiated by the Supplier, the Customer shall return the Products to the Supplier. The cost of returning the Products to the Supplier will be borne by Supplier unless the Customer may be held responsible for the non-conformity of or defects in the Products. The Supplier shall not accept any return of Products, except for returns in accordance with this provision.
5. Unless non-conforming, defective or recalled Products are returned to the Supplier pursuant to and in compliance with the provisions of Article 7.4 the Customer's obligation to pay the invoice shall remain unaffected despite the non-conforming or defective nature of the Product or its recall. The Customer's obligation to pay the invoice shall also remain unaffected in

case of the Customer being responsible for the non-conformity of or defects in the Products.

#### **Article 8 Intellectual Property Rights**

1. "Intellectual Property Rights" in these GCSD include copyright and related rights, trade marks, service marks, rights in designs, patents, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. The meaning of "Intellectual Property Right" includes any one of the aforementioned Intellectual Property Rights.
2. The Customer acknowledges that all Intellectual Property Rights in the Products and the Services and related Supplier documentation, included but not limited to product sheets, instructions for use, process descriptions, protocols for treatment, safety data sheets and the like, belong solely to the Supplier.
3. The Supplier gives no warranty, neither express nor implied, with respect to the validity of the Supplier's Intellectual Property Rights.
4. The Customer shall indemnify the Supplier against all liabilities, actions, costs (including legal and other professional costs) expenses, claims, proceedings and demands in respect of any infringement or alleged infringement of Intellectual Property Rights attributable to any third party that may arise as a consequence of the Supplier complying with any special instructions from or requirements of the Customer relating to the Products and the Services.

#### **Article 9 Confidentiality**

1. The Customer agrees not to divulge or communicate to any other person than (a) representative(s) of the Customer and only on a need-to-know basis or for the purpose of carrying on the Customer's business or upon the Supplier's instructions or with the Supplier's written approval, any of the confidential information regarding the Products, the Services or the business of the Supplier which the Customer may have received or obtained in the Customer's course of dealings with the Supplier. Such confidential information is understood to include but is not limited to Supplier documentation such as product sheets, instructions for use, process descriptions, protocols for treatment, safety data sheets and the like.

#### **Article 10 Liability**

1. In case of (a) defect(s) of the delivered Products or Services or of such Products and Services not being delivered (timely) and the Supplier can be held responsible for such defect(s) or late delivery, the Customer shall not have any other claim against the Supplier than a claim for the (re)delivery of (non-defective) Products or Services.
2. If despite the provisions of paragraph 1 of this article, the Supplier could be held liable towards the Customer for damages resulting from (a) defect (s) in the Products or Services or from the storage thereof or the use that the Customer makes thereof, or that is the result of the Supplier not or not timely delivering Products or Services, the Customer may not claim any higher compensation than an amount equal to the sales price of the Products of Services delivered or to be delivered by the Supplier to the Customer and in respect of which the liability has arisen.
3. The Supplier under no circumstance shall be held liable for indirect or consequential damages suffered by the Customer, including in any case but not limited to loss of profit, missed savings and damage due to business stagnation.
4. The Supplier shall not be liable for damages related to defects in Products or Services if the Customer failed to comply with its obligation to notify the Supplier in accordance with the provisions of article 7.
5. Any and all right of Customer to pursue a claim against Supplier regarding damages will cease to exist if a period of 3 months after a defect in Products or Services has been notified to the Supplier or after the damages that occur in relation to other circumstances than defects in Products or Services have been discovered or could have been discovered have lapsed and no damages have been claimed in writing by the Customer nor a law suit against Supplier has been initiated, unless a longer period applies pursuant to a provision of mandatory applicable law.
6. If the Customer suffers damages as a result of defects or shortcomings in the Products or Services that have been delivered or that are the result of non- or

late delivery of Products or Services and that are the direct result of intentional acts by or omissions of the Supplier or that are due to gross negligence on the part of the Supplier, then the limitations of the Supplier's liability as stipulated in Article 10 do not apply.

**Article 11 Applicable Law and Dispute Resolution**

1. Any and all contracts and agreements between the Supplier and the Customer including their validity, construction and performance, shall be governed by the laws of The Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, or also named "CISG"), shall not apply to any sale and/or delivery of products or services by the Supplier.
2. Any and all disputes between the parties shall be decided upon by the competent Courts in the district of Amsterdam, the Netherlands. The Supplier shall, however, maintain the right to summon the Customer to appear before any other court of jurisdiction that has authority based on the applicable laws or any applicable international treaty or convention, if the Customer is domiciled outside The Netherlands.