

## GENERAL CONDITIONS OF SALE AND DELIVERY OF CHRYSAL INTERNATIONAL BV

### Article 1 Applicability of the Conditions

1. These conditions shall apply to any and all offers to be made by Chrysal International BV, hereinafter to be referred to as the "Supplier", and any contract or agreement between the Supplier and a Customer and any delivery of products or services rendered by the Supplier unless explicitly agreed otherwise in writing by the Supplier.
2. For the purpose of these conditions "the Customer" shall mean: any individual or legal entity who/that has entered into or wishes to enter into an agreement with the Supplier, its representatives, agents, assigns or successors.
3. These terms and conditions shall take precedence over any other general (purchase) conditions of the Customer.
4. To the extent that any of these conditions is by any court or competent authority found to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of these conditions nor of the contract or agreement between the Supplier and its Customer, and it shall not affect the enforceability of the contract or agreement between the Supplier and its Customer nor of the remainder of these conditions. Such condition shall by agreement between the Parties be replaced by a valid, lawful and enforceable condition which shall resemble the invalid, unlawful and/or unenforceable condition as near as possible.

### Article 2 Offers and Orders

1. All offers made by the Supplier, in any form whatsoever, are non binding, unless explicitly stated otherwise.
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 decisive.
3. In respect of transactions or orders that due to their nature or magnitude are not confirmed in writing, the invoice is deemed to correctly and completely represent the agreement, unless the Customer notifies the Supplier that this is not the case within 10 days after receipt of the invoice.
4. The Supplier shall have the right to refuse orders without stating its reasons.

### Article 3 Prices and Payment

1. The products of the Supplier shall be sold at the prices stated in the Supplier's price list applicable at the time of delivery.
2. Unless stated or agreed otherwise the Supplier's prices shall be:
  - ex works as referred to in the 2011 Incoterms;
  - inclusive of costs of standard packaging;
  - exclusive of VAT
  - stated in Euros.
3. The Supplier shall have the right to increase the price as stated in the pricelist referred to under 3.1 and after the date a contract was concluded or an order was accepted, if prior to delivery the Supplier's costs have raised as a result of, for instance 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 etcetera.
4. Unless explicitly agreed otherwise 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 if explicitly accepted by the Supplier.
5. Notwithstanding the provisions of 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 shall grant security in any form the Supplier sees fit for the performance by the Customer of any of its obligations in connection with or ensuing from the contract or agreement.
6. After expiration of the payment term the Customer shall automatically be deemed to be in default, and interest shall be due by the Customer to be calculated at 1.5% of the amount due per (part of a ) month from the date of default until the date of payment. In addition all reasonable judicial and non judicial costs of collection of such payment to be incurred by the Supplier shall have to be compensated by the Customer, as follows:
  - on any amount due up to Euro 3,500.-: 15%
  - on any additional amount up to Euro 6,000.-: 10%
  - on any additional amount up to Euro 15,000.-: 8%
  - on any additional amount up to Euro 60,000.-: 5%.At all times a minimum of Euro 50,- shall be due by the Customer.

In the event that the Supplier can proof 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.

### 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 in consignment, and the Supplier at any time shall be entitled to claim that the Customer shall transfer the products to the Supplier, or to collect the products 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. The Customer shall not have the right to vest any third party rights in the products without the explicit 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 thereto: rights of pledge, usufruct etc) in the products delivered with respect to which title has been retained by the Supplier, the Customer shall immediately notify the Supplier in writing.

### Article 5 Delivery

1. Any delivery terms stated by the Supplier shall be estimates, and shall not be binding on the Supplier
2. The Customer shall have the right to rescind the contract or agreement by written notice sent to the address of the Supplier in the event that the delivery term stated by the Supplier is exceeded by more than 90 days, unless such term is exceeded due to force majeure.
3. In the event of rescission of the contract or agreement as referred to in article 5.2, the Supplier shall in no event be liable to pay damages to the Customer or any third parties.
4. The risk of the products shall pass to the Customer as soon as the Customer has acquired possession thereof.
5. The Customer shall accept the purchased products 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 in any event costs of storage, shall be for the account of the Customer.

### Article 6 Force Majeure

1. The term "force majeure" in these conditions shall mean: any circumstances beyond the control of the Supplier or circumstances that were unforeseeable at the moment a contract or agreement was concluded or an order was accepted as a result of which performance by the Supplier of its obligations under the contract or agreement or delivery of the order can no longer reasonably be required by the Customer.
2. If the event of force majeure is of a temporary nature, the Supplier shall have the right to suspend its performance under the contract or the agreement for the duration of the force majeure event. Any delivery terms stated by the Supplier shall be extended during the period force majeure occurs.
3. In the event that, in the Supplier's opinion, the force majeure event is of a permanent nature, the Customer shall have the right - after this was confirmed by written notice by the Supplier - to rescind the agreement by sending a written notice to the Supplier. The Supplier shall in no event be liable to pay damages to the Customer or any third parties pursuant to a rescission of the contract or agreement in accordance with this clause 6.3..
4. In the event that the Supplier finds itself in a situation of force majeure, it shall notify the Customer as soon as possible.

### Article 7 Defects/Complaints/Claims

1. The Customer shall inspect or have the purchased products inspected upon delivery. The Customer shall verify whether the products delivered comply with the contract or agreement, i.e. whether the correct products have been delivered in the correct quantities, and if the quantities delivered comply with the quantities stated in the delivery note/receipt.
2. In case of defects in type of products delivered, or defects in quantities, or in case of any visible defects in the packaging or the products, the Customer shall state such visible defects or shortages on the delivery note/receipt promptly upon delivery. If no defects and/or shortages have been stated on the delivery note/receipt, the products shall be deemed to have been accepted as delivered.
3. Any claims with respect to defects in products or services other than those referred to in 7.2 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 the defect in the product or service. The Supplier shall not be liable in respect of any claim that is brought to its attention after such period.

4. In case of acceptance by the Supplier of any claim in relation to defective products and after the Supplier has granted explicit 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 sending products back to Supplier will be borne by Supplier, unless the Customer may be held responsible for the fact that the defect in the products occurred and/or the recall was initiated. The Supplier shall not accept any return of products, except for returns in accordance with this provision.
5. Unless defect products are returned to the Supplier in accordance with 7.4 and unless the Customer may be held responsible for the fact that the defect in the products occurred and/or the recall was initiated, the Customer's obligation to pay the invoice shall remain unaffected.

#### **Article 8 Liability**

1. The Supplier shall not be liable for any damages which the Customer may suffer as a result of defects in the products or services delivered by the Supplier or as a result of any delay in delivery or any other fact, unless such damages are the direct cause of gross negligence or willful misconduct by the Supplier
2. The Supplier shall in no event be liable for indirect or consequential damages that the Customer may suffer.
3. To the extent that the Supplier shall be liable towards the Customer for direct damages, such liability shall in no event exceed the amount of the invoice value of the products or services delivered to the Customer by the Supplier in relation to which the damages and the connected claim have arisen.
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 be lost 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 have lapsed and no damages have been claimed in writing by the Customer, unless a longer period applies pursuant to an applicable provision of mandatory law.
6. If the limitation of liability of Supplier for the damages as described in this article 8 is in conflict with any applicable provision of mandatory law, the Supplier shall in no event be liable to pay damages in excess of the amount of the damage acknowledged by the Supplier's insurance company.

#### **Article 9 Applicable Law and Dispute Resolution**

1. Any and all contracts and agreements including their validity, construction and performance, between the Supplier and the Customer 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 of products by the Supplier.
2. Any and all disputes between the parties shall be decided 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 outside the Netherlands that has authority based on the applicable laws or any applicable convention, if the Customer is domiciled outside The Netherlands.