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General Terms & Conditions

by Triferto

General terms & conditions of sale Triferto Belgium N.V.

Article 1: General

1.1 "Seller" means Triferto Belgium N.V., registered with the Chamber of Commerce under no. 0405608765 and based in Gent, Belgium.

1.2 "Conditions" means these general terms and conditions of sale of the Seller.

1.3 "Buyer" means the Seller's contracting party, being the actual or potential buyer.

1.4 "Agreement" means the agreement and/or further or successive agreements between the Seller and the Buyer.

1.5 "Consequential damage" means, inter alia, trading loss, growth, flowering and crop damage, missed savings, damage due to business interruption, loss of profit, loss of income, the Buyer's loss of use, costs related to (objecting to) administrative and/or criminal law enforcement by authorities, recall(s) and/or legal assistance.

1.6 "Force Majeure" means, inter alia, circumstances that prevent fulfilment of the obligation and which cannot be attributed to the Seller. Circumstances that are in any case considered Force Majeure, regardless of whether these circumstances are or were foreseen at the time when the agreement was concluded, are: full or partial misproduction, unsuitability of goods used by the Seller in the execution of the obligation, strikes, blockades, stagnation of energy and water supplies, stagnation in domestic and/or foreign supplies of raw materials, import, export and/or transit bans and other impeding government measures, transport problems, boycott of the Seller or of its suppliers, weather conditions, natural events, natural and/or nuclear disasters, epidemics, pandemics (such as COVID-19), riots, sabotage, fire or other disruptions in the Seller's business, war, threat of war and government measures (national and/or international) including sanctions. This listing may not be considered to be exhaustive.

1.7 "REACH Regulation" means Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Regulation (EEC) No 793/93 and Regulation (EC) No 1488/94 of the Commission as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC.

1.8 "HESQ" means health, safety, environment and quality.

Article 2: Applicability

2.1 These Conditions apply to all legal relationships in which the Seller acts as actual or potential seller.

2.2 Deviations from these Conditions may only be made expressly and in writing. Such a deviation has no effect in relation to any other current or future agreements.

2.3 The applicability of general terms and conditions used by the Buyer is expressly rejected.

2.4 If the Seller does not invoke the provisions of these Conditions in a particular case, this does not mean that the Seller has thereby waived the right to invoke these Conditions in other cases.

2.5 2.5. If the Seller does not always require strict compliance with these Conditions, this does not mean that the provisions thereof do not apply, or that to any extent the Seller loses the right to require strict compliance with the provisions of these Conditions in other cases.

Article 3: Quotations

3.1 All offers, quotations and estimates issued by the Seller are without obligation.

3.2 Samples shown or provided serve only as an indication of the quality to be delivered by the Seller.

Article 4: Agreement, formation, amendment and supplementation

4.1 An agreement between the Seller and the Buyer is only concluded after the Seller has confirmed the Buyer's order in writing by means of an order confirmation or after the Seller has commenced performance of the Agreement.

4.2 An amendment or addition to an Agreement is only valid if it has been expressly agreed in writing between the Seller and the Buyer.

4.3 If delivery is made without prior consultation on price, quantity, composition and/or conditions, the Buyer is bound by the price and conditions determined by the Seller for that delivery.

Article 5: Prices

5.1 Prices are in euros unless otherwise agreed.

5.2 Prices do not include taxes and other charges.

5.3 The Seller is entitled to charge additional costs to the Buyer in the event of additional costs and/or price increases for the fulfilment of the Agreement as a result of an increase in transport rates, surcharges relating to high or low water or floating ice, wholly or partly blocked shipping, government measures, delays in or the impossibility of normal unloading, increases in storage and transshipment rates, congestion, wage increases, strikes, riots or similar events, increases in the price of raw materials.

5.4 The Seller is entitled to charge the Buyer for taxes, import duties, levies and other government-imposed payments that were not known or did not apply when the Agreement was concluded, or increases in them.

Article 6: Payment

6.1 The Buyer must pay the agreed price, taxes and other charges within fourteen (14) days after the invoice date, unless otherwise agreed in writing.

6.2 The day of payment is the day of the credit into one of the Seller's bank accounts. Payments by cash or cheque are not accepted.

6.3 Payment must be made in the Netherlands unless otherwise agreed.

6.4 Under no circumstances is the Buyer entitled to any discount and/or settlement and/or suspension.

6.5 If the Buyer fails to pay the invoice within the period stipulated by the Seller, dies, is declared bankrupt or applies for a moratorium, the Buyer is in default without notice of default and therefore all payment obligations are immediately due and payable.

6.6 In the event of late payment, the Buyer owes the Seller statutory commercial default interest pursuant to Article 6:119a of the Dutch Civil Code.

6.7 If the Buyer fails to fulfil its obligations, the Buyer owes the Seller a penalty of 10% of the purchase price, without prejudice to the Seller's rights (i) to dissolution as referred to in clause 23 or (ii) to demand performance of the Agreement including damages.

6.8 If the Buyer fails to comply with its obligations, it owes extrajudicial (collection) costs, which are set at 15% of the principal sum due or of the damage suffered, or the actual costs incurred for legal assistance if these end up being a higher amount, as well as all judicial costs.

6.9 If the Seller doubts on reasonable grounds whether the Buyer is capable of fulfilling its payment and/or other obligations, which in any case occurs if the Buyer leaves a due debt unpaid, the Seller is entitled to demand from the Buyer an advance payment of the agreed amount or that the Buyer provide proper security. Until the Buyer has done so, the Seller is entitled to suspend performance of the Agreement. The amount of the advance payment or the amount and/or propriety of the security to be provided will be assessed by the Seller.

Article 7: Retention of title

7.1 The Seller retains ownership of the goods it has delivered, including documents delivered, until the Buyer has fulfilled all of its obligations. The goods delivered by the Seller to the Buyer therefore remain the exclusive property of the Seller – even after and despite processing or treatment – until the time of full payment of all of the Seller's claims in respect of goods delivered or to be delivered, as well as until the time of full payment of the claim for failure to perform such agreements (including costs and interest).

7.2 If the Buyer is also obliged to pay compensation, ownership will not pass until the full compensation has also been paid.

7.3 During the period when ownership of the goods remains with the Seller, the Buyer is obliged to store the goods delivered under retention of title carefully and as the Seller's recognisable property and may not transfer (sell and/or deliver) the goods to third parties and/or encumber them with a security right unless otherwise agreed.

7.4 The Buyer is obliged to insure the delivered goods that are subject to a retention of title and to keep them insured against damage and loss. In the event of any payment by the insurer, the Seller is entitled to these insurance proceeds.

7.5 The Buyer may supply goods onwards within the normal course of its business subject to the following provisions:

- on full or partial resale/delivery of the goods, or where the goods are obtained through processing or treatment, the Buyer undertakes to sell/deliver only under retention of title. the Buyer undertakes to pledge the claim and rights arising from the onward sale to the Seller when first asked to do so;
- if the goods are processed or treated, the goods thus obtained replace the delivered goods. This also applies if the new product is composed of goods supplied by the Seller and goods from third parties. If one or more of these third parties has also imposed a retention of title, as referred to above, the Seller acquires joint ownership of the newly created goods along with these third parties. As far as necessary, the Buyer already now grants a non-possessory pledge on these goods in favour of the Seller;
- The Buyer undertakes not to have claims against third parties collected by others or to assign or pledge them to others, or to allow others to subrogate to the rights of claim, without the Seller's prior written consent.

7.6 If the Buyer fails to fulfil its obligations to the Seller, or if the Seller has reasonable grounds to fear that the Buyer will fail to fulfil those obligations, the Seller is entitled to take back the delivered goods at the Buyer's expense without prior notice to the Buyer, without prejudice to the Seller's right to compensation.

7.7 If the Agreement is dissolved by the Seller and/or if the Buyer and the goods are still subject to a retention of title, the Buyer must immediately make these goods available to the Seller. The Buyer is not entitled to offset its claims against this or to suspend its obligations to make the goods available on that basis.

7.8 The Buyer or a representative/agent appointed by the Buyer is not authorised to present documents to third parties, to pledge them to third parties, or to grant any other right over them to third parties until the purchase price has been credited to the Seller's specified (bank) account.

7.9 If the Seller presents documents to the Buyer, this is done on the following conditions:

- presentation of documents by the Buyer to third parties may only be made 'in trust', in other words: the Buyer holds the documents on an exclusive basis for the Seller;
- unless payment has been made to the Seller, the Buyer must transfer the documents to the Seller when the Seller so requests;
- the Buyer may not transfer the documents to a third party unless the Buyer has received written confirmation from the Seller that the documents have been paid for;
- if the Buyer becomes aware that payment will not be made in accordance with the payment conditions, the Buyer must immediately notify the Seller of the fact;
- in this clause, the Buyer also includes the Buyer's representative or agent.

7.10 If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Buyer is obliged to inform the Seller immediately.

7.11 If the Seller wishes to exercise its property rights indicated in this clause, the Buyer gives unconditional and irrevocable permission in advance to the Seller and third parties to be appointed by the Seller to enter all those places where the Seller's property is located and to take back those goods.

7.12 With regard to delivery by the Seller to the Buyer of goods in Germany, the property law consequences of the retention of title stipulated in clauses 7.1-7.6 of these Conditions is governed by German law. In such cases, clauses 7.1-7.7 also include the extended retention of title ("Verlängerter Eigentumsvorbehalt") as set out in the 'GERMANY CLAUSE' included in these Conditions.

Article 8: Technical requirements

8.1 If the goods to be delivered in the Netherlands are to be used outside the Netherlands, the Seller is not responsible for the goods to be delivered meeting the technical requirements and/or applicable environmental requirements and/or standards set by laws or regulations of the country where the goods are to be used.

8.2 All other technical requirements imposed by the Buyer on the goods to be delivered, which deviate from the normal requirements, must be explicitly reported by the Buyer to the Seller on conclusion of the Agreement.

Article 9: Risk and delivery

9.1 The risks in the goods pass at the time of delivery.

9.2 All deliveries by the Seller to the Buyer are Free Carrier ("FCA"), according to the Incoterms 2020 of the International Chamber of Commerce in Paris, unless expressly agreed otherwise.

9.3 The Seller does not warrant that the goods will be delivered on the agreed delivery date. In case of late delivery, the Seller must be issued with a written notice of default, giving the Seller a reasonable further period of four (4) weeks to comply.

9.4 The Seller is allowed to deliver the goods in parts. In that case, the Seller is authorised to invoice separately and the Buyer is obliged to pay these invoices.

Article 10: Transport and other documents

10.1 The Seller's copy of the transport document signed as received by the carrier without comments serves as full proof of shipment of the quantities stated on the transport document, as well as the external good condition of the goods.

10.2 The Buyer is obliged to provide the Seller with all documents applicable to the transaction and/or sold goods in due time with due observance of the prescribed deadlines and formalities, failing which the Buyer is fully liable to the Seller for any damage arising. This also applies with regard to compliance with regulations of the European Union or other national and/or international authorities and governments.

10.3 All costs caused by or resulting from the preparation and delivery of the necessary documents are borne by the Buyer, unless expressly agreed otherwise.

10.4 The Buyer will make the insurance policies available for inspection when the Seller first so requests.

Article 11: Receipt

11.1 As of the agreed delivery date, the Buyer is obliged to take delivery of the goods on presentation by the Seller.

11.2 If the Buyer does not or not immediately take delivery of the goods, the Seller is entitled, while maintaining the other rights accruing to the Seller, to store the goods at the Seller's or third parties' premises at the Buyer's expense and risk. The Buyer is obliged to remove the goods from there at its own expense and risk.

Article 12: Proof

12.1 All certificates issued in the country of origin, which usually apply to importers as conclusive proof of quality and/or condition, also apply to the Buyer as conclusive proof of quality and/or condition.

Article 13: Numbers, measures, weights and other data

13.1 Minor deviations with regard to stated dimensions, weights, numbers, colours and other such data do not count as shortcomings.

13.2 Commercial practices determine whether there are minor deviations.

13.3 If delivery in instalments has been agreed, the quantity called or delivered respectively will be regarded as a separate contract with regard to the quality and further qualities of the delivery and payment.

Article 14: Outer packaging

14.1 The Buyer is obliged to return the returnable packaging empty and in undamaged condition within six (6) months. If the Buyer fails to comply with its obligations with regard to the returnable packaging, all costs resulting from this are borne by the Buyer. Such costs include those arising from late returns and costs of replacement, repair and cleaning.

Article 15: Packaging, labelling and use

15.1 The packaging and labelling of the goods delivered by the Seller to the Buyer contain (essential) product information. It is under no circumstances permissible, without written consent from the Seller, to remove, replace or modify the packaging and labelling of delivered goods or render it illegible in any way (whether partially or not).

15.2 The Buyer must ascertain that the goods it is ordering or has ordered and the associated packaging, labelling and other information comply with all regulations imposed on them in the country of destination. Use of the goods and compliance with these regulations is at the Buyer's risk. The Seller is not responsible for any information or labelling on the packaging that contravenes the legal provisions in the country where the goods are sold.

15.3 The Seller reserves the right to adjust the specifications of the goods at any time to the extent required under applicable laws and regulations. If the Buyer has prepared the specifications, the Buyer is responsible for the accuracy and completeness of the specifications.

Article 16: Liability

16.1 Any liability of the Seller for a breach of the Agreement and/or delivery of goods and/or documents relating to the goods, as well as for an unlawful act, is limited to the amount paid and/or still due by the Buyer in respect of the relevant (partial) delivery under the Agreement to which the event giving rise to the loss relates or with which it is connected, up to a maximum of the amount paid out by the Seller's liability insurer in the relevant case. If for any reason no payment is made under the said insurance, this maximum is set at €100,000 in case of personal injury and €50,000 in all other cases (including property damage and financial loss). In case of partial deliveries, the Seller's liability is limited to the invoice value of the relevant partial delivery excluding VAT and other levies.

16.2 The Seller is in no case liable for:

a) consequential damage sustained by the Buyer or third parties;

b) damage sustained by the Buyer or third parties as a result of an act or omission by subordinates and/or (self-employed) assistants or suppliers engaged by the Seller, including employees of the Seller;

c) damage sustained by the Buyer or third parties that is the result of the provision of incorrect and/or incomplete documentation or information by the Buyer to the Seller, including when that information and documentation originates from third parties, or damage that is otherwise the result of instructions, an act or an omission by the Buyer, its subordinates and/or (self-employed) assistants or suppliers;

d) advice provided to the Buyer.

16.3 The risks in the goods pass at the time of delivery. If the goods are blocked and/or decertified by the relevant authority after delivery of the goods, as a result of which the goods cannot be processed and/or traded and/or sold (as organic), this is not the Seller's financial responsibility or risk and the Seller is not liable for any damage suffered by the Buyer as a result of such blocking and/or decertification of the goods.

16.4 The Seller gives no warranty regarding the usability, merchantability or suitability for any purpose of the delivered goods.

16.5 If the delivered goods turn out not to comply with the Agreement, the Seller is entitled to deliver a replacement consignment as a one-off. In such a case, the Buyer is not entitled to dissolve the Agreement.

16.6 In the event of force majeure as referred to in clause 1.6 of these Conditions, the Seller still has the option of fulfilling its obligations once the circumstances that caused the non-attributable failure no longer exist, or else to dissolve the Agreement or the part of it that has not yet been performed, respectively, without owing any compensation to the Buyer.

16.7 The Buyer's right to compensation lapses in any case if the Buyer has not complained or made a claim within the period specified in clause 18 of these Conditions.

16.8 The Buyer will provide all necessary cooperation in the Seller's investigation into the cause, nature and extent of the damage. If such cooperation is not provided, the Buyer loses any right to compensation for damages.

16.9 Limitations or exclusions of liability do not apply insofar as the damage is the result of an act or omission by the Seller's board or management, caused either intentionally or recklessly and with the knowledge that such damage would very likely be a result.

Article 17: Indemnity

17.1 The Buyer is obliged to indemnify the Seller against all claims by third parties for damages in relation to the performance of or connected with the Agreement.

17.2 Alternatively, insofar as clause 17.1 cannot be invoked for any reason, the Buyer is obliged at all times and in all cases to indemnify the Seller in respect of the claims by third parties referred to in clause 17.1 if such claims by third parties exceed the total amount of €50,000 per harmful event.

17.3 These obligations of the Buyer, mentioned above under 17.1 and 17.2, do not apply insofar as such damage is caused by an act or omission by the Seller or Seller's management, done either with intent to cause such damage or recklessly and with the knowledge that such damage would very likely be the result.

17.4 Damage also includes damage caused by death or injury, consequential damage, damage to third-party property, 'demurrage' and other indirect damage, which may arise with the Seller or with third parties. Such damage includes judicial and/or extrajudicial costs incurred by the Seller to defend itself against third-party claims.

Article 18: Complaints

18.1 The Buyer is obliged to investigate immediately on delivery whether the goods and documents relating to the goods comply with the Agreement.

18.2 Complaints regarding quantity must be reported to the Seller immediately on delivery of the purchased goods. Complaints concerning the quality of the goods sold must be submitted to the Seller in writing immediately but no later than five (5) days after receipt of the goods concerned. Complaints concerning invoices must also be submitted in writing and within five (5) days after the invoice date.

18.3 After the expiry of the deadlines mentioned in clause 18.2 or other non-compliance with clause 18.2, the Buyer is no longer able to rely on the non-compliance of the delivered goods and/or documents with the Agreement and the Buyer's claims lapse.

18.4 Defects in part of the delivery do not entitle refusal of the entire consignment.

18.5 The Seller does not accept return shipments on which there has not been any prior consultation with the Seller. Return shipments are also otherwise at the Buyer's expense and risk.

18.6 Notwithstanding the previous paragraphs of this clause, the Seller will not consider complaints if the delivered goods have been processed, treated or delivered onwards to a third party.

18.7 Complaints or disputes of any kind do not entitle the Buyer to defer payment.

18.8 If the Seller finds any complaint to be well-founded, it has the power, at its discretion, to deliver replacement goods or refund the purchase price received, whereby the goods in question must be kept at the Seller's disposal in their original and undamaged condition. Apart from that, the Seller is not obliged to pay any damages, losses and/or costs.

18.9 The Buyer is not allowed to make negative comments about the Seller and/or the delivered goods in the media, on social media or otherwise, failing which the Buyer is liable to the Seller for any damage sustained by the Seller, including but not limited to image damage.

Article 19: Recall

19.1 The Buyer must cooperate fully in any required actions – whether or not imposed by the competent authorities and/or by applicable legislation – such as a recall or recovery action, spot checks and/or information requests (including informing the Buyer's customers) if this is reasonably necessary for complying with and monitoring the product safety of the goods supplied by the Seller. The Buyer must ensure that its business operations are organised in such a way that traceability data and any necessary (re)sampling of the delivered goods can be carried out without delay.

Article 20: REACH Regulation

20.1 The Buyer may use the goods only for the use registered by the Seller or for the use notified by the Buyer itself to the European Chemicals Agency for the substance(s) incorporated in the goods. However, if the Buyer intends to purchase the goods for use(s) other than those registered by the Seller, the Buyer undertakes to comply with the relevant obligations for downstream users, as set out in Article 37 of the REACH Regulation.

Article 21: Force majeure

21.1 If the Seller cannot fulfil its obligations to the Buyer due to Force Majeure, the fulfilment of those obligations is suspended for the duration of the force majeure situation.

21.2 The Seller will inform the Buyer of a force majeure situation as soon as possible.

21.3 If the force majeure situation lasts sixty (60) days or longer, both the Seller and the Buyer are entitled to dissolve the Agreement in writing and without judicial intervention, in whole or in part, insofar as the goods have not yet been delivered, without there being any obligation to pay damages or any other payment in that case except for payment on account of undue payment or reimbursement of costs already incurred.

21.4 If delivery in instalments has been stipulated, the provisions of this clause apply to each instalment separately.

Article 22: Dissolution and suspension

22.1 If the Buyer does not comply with any obligation arising from the Agreement or from these Conditions, or does not do so properly or promptly, the Buyer is in default without notice of default and the Seller is entitled, without being liable for any compensation and without prejudice to the Seller's other rights, with immediate effect and without judicial intervention, to suspend the performance of all of its obligations and/or to dissolve the relevant Agreement in whole or in part.

22.2 In the event of dissolution by the Seller, the Seller is entitled to damages, at its discretion, in the form of:

- the negative difference, if any, between the contract price and the market value of the goods in question on the day of non-performance-, or;
- the difference between the contract price and the cover sale price, all without prejudice to the Seller's right to additional or alternative damages.

22.3 The Seller is also entitled, without being liable to pay any compensation on that account and without prejudice to the Seller's other rights, to dissolve the Agreement with immediate effect and without judicial intervention, if:

- the Buyer enters or threatens to enter a moratorium on payments or bankruptcy, or if any part of its assets are attached;
- the Buyer dies or ceases its operations, decides to liquidate or otherwise loses its legal personality;
- the Seller learns after the conclusion of the Agreement of circumstances that give good reason to fear that the Buyer will not fulfil its obligations;
- circumstances arise which are of such a nature that performance of the Agreement is impossible or if circumstances arise otherwise which are of such a nature that the Seller cannot reasonably be required to persist with the Agreement unamended,

all without prejudice to the Seller's right to additional or alternative damages.

22.4 The Seller is entitled to set off claims against the Buyer against debts to the Buyer, even if the claims and/or debts are not yet due and payable or open for immediate settlement.

Article 23: Transfer of rights and obligations

23.1 The Seller is entitled to encumber or transfer rights and/or obligations under the Agreement to third parties.

23.2 Unless otherwise agreed, the Buyer may only transfer rights and/or obligations under the Agreement to third parties with the prior written consent of the Seller. The Seller may attach conditions to this consent.

23.3 The Buyer undertakes to assign or pledge its claim(s), if any, against its insurance company to the Seller at the Seller's first request.

Article 24: Subordinates

24.1 Where subordinates of the Seller, as well as persons whose services the Seller uses in the performance of the Agreement, are sued, such persons may invoke any exemption and/or limitation of liability that the Seller may invoke under these Conditions or under any other legal or contractual provision.

Article 25: HESQ and product management

25.1 The Buyer will at all times comply with the regulations and requirements relating to HESQ and packaging recycling and will have established a satisfactory system for safeguarding HESQ and quality suitable for the goods to be delivered. If the Buyer or any of its representatives visits any of the Seller's facilities, it will at all times comply with the Seller's rules and regulations relating to HESQ.

25.2 The Buyer understands that chemicals can be a hazardous product if stored or used incorrectly or carelessly. The Buyer undertakes to familiarise itself with and comply with the warnings and safety information relating to the goods to be delivered. The Buyer must ensure that the products to be delivered are correctly labelled and that they remain labelled in the same way after delivery. Furthermore, the products to be supplied must be used, handled, stored, mixed and applied according to the Seller's instructions and also in line with all relevant industry regulations, guidelines and best practices.

25.3 Information contained in a safety data sheet is correct and accurate to the best of the Seller's knowledge at the time of issue of the relevant safety data sheet and at the time of the recommendation. All information provided is intended only as a guideline for correct use, handling and storage of the goods to be delivered and should in no way be regarded as a warranty or indication of quality or serve as a basis for liability of the Seller.

25.4 To the extent that the goods to be delivered include explosives precursors, the Buyer will: (i) provide any requested information to the Seller at the Seller's request; (ii) register and disclose explosives precursors with the relevant government agency as required by applicable regulations; (iii) only resell or make available explosives precursors to customers with professional requirements; (iv) identify the hazards and problems that might arise during the handling of explosives precursors by assessing the risk of accidents and the risk of misuse of those precursors (including both internal and external conditions); (v) as a result of the risk assessment, plan and take measures to prevent accidents and misapplication of explosives precursors; (vi) ensure that anyone handling explosives precursors has the knowledge and skills required to do so in order to perform their duties in a safe and secure manner; (vii) ensure safe and appropriate storage and inventory of their stockpiles of explosives precursors; and (viii) report without undue delay any suspicious transactions or attempts at such transactions, thefts or significant and unexplained disappearances of explosives precursors to the relevant government agency. All damage resulting from the Buyer's non-compliance with the conditions mentioned in this clause are at the Buyer's expense and risk.

25.5 The Seller is entitled to dissolve the Agreement immediately if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer are in breach of the regulations mentioned in clause 25.1.

Article 26: Sanctions and export restrictions

26.1 The Buyer warrants compliance with all applicable sanctions and restrictions laid down in and resulting from all applicable sanction and export control regulations (including but not limited to those of the Netherlands and/or the United States and/or European Union and/or United Kingdom and/or United Nations) in force at the formation of the Agreement and during its execution.

26.2 The Seller is entitled to dissolve the Agreement immediately if it knows or reasonably suspects that:

- the goods are directly or indirectly intended for sanctioned parties, countries or
- industries;
- sanctioned parties are directly or indirectly involved in the financial transaction, or if the financial institutions involved in the transaction have serious doubts about this, as a result of which they do not authorise and/or execute the financial transaction;
- at any time the goods qualify or are likely to qualify as Dual Use goods and for which – categorically or due to the lack of adequate end use / end user information – no exemption and/or licence is granted; or
- there is any other sort of circumvention of the objectives of the applicable sanctions and export regulations.

Article 27: Anti-corruption

27.1 The Buyer warrants compliance with all relevant and/or applicable anti-corruption laws – including but not limited to the laws of the Netherlands and/or the European Union and/or the United States of America and/or the United Kingdom and/or any other country relevant to performance of the Agreement – in all of its activities related to the performance of the Agreement.

27.2 The Seller is entitled to dissolve the Agreement immediately if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer are in breach of the regulations mentioned in clause 27.1.

Article 28: Unusual transactions

28.1 The Buyer accepts that the Seller will report unusual transactions to the competent authorities under applicable regulations to prevent money laundering and the financing of terrorism.

28.2 The Seller is entitled to dissolve the Agreement immediately if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer are in breach of the regulations mentioned in clause 28.1.

Article 29: Language

29.1 These Conditions have been drawn up in Dutch and translated into German, French and English. In disputes relating to the interpretation of these Conditions, the Dutch text prevails.

Article 30: Other matters

30.1 Any -invalid or void provision in these Conditions has no effect on the validity of the other provisions contained in these Conditions. In such case, the Conditions will be construed as if the -legally invalid or void provision were not a part of this Agreement.

Article 31: Expiry

31.1 All claims against the Seller expire one (1) year after the agreed date of delivery.

Article 32: Applicable law

32.1 An international legal relationship between the Seller and the Buyer is governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention/CISG) and in addition by Dutch law.

Article 33: Competent court/arbitration

33.1 All disputes which may arise as a result of or in connection with the Agreement or these Conditions will be exclusively settled by (i) the District Court in Rotterdam, the Netherlands, if the Buyer has its registered office established in the European Economic Area ("EEA") or (ii) through UNUM Arbitration in Rotterdam, the Netherlands, if the Buyer's registered office is not in the EEA. Irrespective of the above provisions, the Seller is always free to have disputes as referred to above settled by the competent court in the country where the goods are or – if they are in transit – will be located, or the competent court in the country where the Buyer is established.

GERMANY CLAUSE

Erweiterter Eigentumsvorbehalt

(1) Der Verkäufer behält sich das Eigentum an der gelieferten Ware bis zum Eingang aller Zahlungen aus dem Liefervertrag vor. Verarbeitung oder Umbildung erfolgen stets für den Verkäufer als Hersteller, jedoch ohne Verpflichtung für ihn. Wird die Ware mit anderen, dem Verkäufer nicht gehörenden Gegenständen verarbeitet, erwirbt der Verkäufer das Miteigentum an der neuen Ware im Verhältnis des Wertes der gelieferten Ware zu den anderen verarbeiteten Gegenständen zum Zeitpunkt der Verarbeitung. Erlischt das (Mit-)Eigentum des Verkäufers durch Verbindung, so wird bereits jetzt vereinbart, dass das (Mit-)Eigentum des Verkäufers an der einheitlichen Sache wertanteilsmäßig (Rechnungswert) auf den Verkäufer übergeht. Der Käufer verwahrt die Vorbehaltsware für den Verkäufer unentgeltlich. Ware, an der dem Verkäufer ein (Mit-)Eigentumsrecht zusteht, wird im Folgenden als Vorbehaltsware bezeichnet.

(2) Der Käufer ist berechtigt, die Vorbehaltsware im regulären Geschäftsverkehr zu verarbeiten oder zu veräußern, solange er sich nicht in Verzug befindet. Verpfändungen oder Sicherungsübereignungen sind unzulässig. Die aus dem Weiterverkauf oder einem sonstigen Rechtsgrund (Versicherung, unerlaubte Handlung) bezüglich der Vorbehaltsware entstehenden Forderungen tritt der Käufer bereits jetzt sicherungshalber im vollem Umfang, bei Miteigentum des Verkäufers an der Vorbehaltsware anteilig entsprechend seinem Miteigentumsanteil, an den Verkäufer ab. Der Verkäufer ermächtigt den Käufer widerruflich, die an den Verkäufer abgetretenen Forderungen für dessen Rechnung im eigenen Namen einzuziehen. Diese Ermächtigung kann nur widerrufen werden, wenn der Käufer seinen Zahlungsverpflichtungen nicht ordnungsgemäß nachkommt.

(3) Bei Zugriffen Dritter auf die Vorbehaltsware wird der Käufer auf das Eigentum des Verkäufer hinweisen und diesen unverzüglich benachrichtigen.

(4) Bei vertragswidrigem Verhalten des Käufers – insbesondere Zahlungsverzug – ist der Verkäufer berechtigt, die Vorbehaltsware zurückzunehmen oder ggf. die Abtretung der Herausgabeansprüche des Käufers gegen Dritte zu verlangen. Die Zurücknahme und die Pfändung der Vorbehaltsware durch den Verkäufer stellen keinen Rücktritt vom Vertrag dar.

(5) Der Verkäufer verpflichtet sich, die ihm zustehenden Sicherheiten auf Verlangen des Käufers insoweit freizugeben, als der Wert der Sicherheiten die zu sichernden Forderungen um 20 % übersteigt. Für die Bewertung des Sicherungsgutes ist, auch soweit es be- oder verarbeitet worden ist, der Gestehungspreis maßgebend. Die Bewertung abgetretener Forderungen erfolgt zu deren Nennwert.