

General terms and conditions of payment and delivery for Green-Basilisk BV and Basilisk-Contracting BV

GENERAL and APPLICABILITY

1. The following terms and conditions of delivery and payment apply to and form an inseparable whole with all quotes provided by us and all agreements as reached with us.
These terms and conditions have been submitted to the Chamber of Commerce and have been made available to all stakeholders. A copy of this document can be provided upon request. Our website also provides access to the terms and conditions. Quotes, order confirmations and invoices include a declaration of applicability in regards of these conditions. Clients and other parties who have been entered into agreements with shall be deemed to have unconditionally agreed to the conditions. Notwithstanding the above, these terms and conditions also apply provided we establish that the concerned client is aware that we provide quotes and enter into agreements solely under the applicability of these terms and conditions.
3. Conditions and/or clauses incorporated per reference by the client do not apply to quotes as issued by us and/or agreements entered with us, unless these deviating terms and conditions have been explicitly accepted by us in writing. This written acceptance applies, unless otherwise disclosed, exclusively to the relevant agreement.

QUOTES AND PRICING

4.
 - i. Our promotions and quotes are non-binding and are based, whenever possible, on any specifications, measurements, illustrations, etc. provided in the quote request. The non-binding nature of promotions and quotes also applies to orders placed via our personnel, our agents or distributors, unless written agreement has otherwise been reached.
The client remains bound to the order, unless the order was placed including the statement: 'non-binding' and/or 'for information only'. We have permission from the client to deliver orders separately and to invoice these partial deliveries separately.
 - ii. The order confirmation contains information regarding the execution of the order. The client must review the order confirmation within 4 business days and report any errors to us in writing / via email. In the absence of such a report, the client is not entitled to address this at a later time.
 - iii. Prospectuses, brochures and illustrations provide a general impression and are non-binding. Discrepancies do not entitle the client to reject order(s) or place compensation claims.
 - iv. Advice and specifications provided by us concerning capacities, results and/or expected performance of our products are based on laboratory tests and do not provide absolute certainty with regards to in practice product performance.
5.
 - i. Prices and promotions are based on purchasing prices applicable during our promotions and/or quotes and are valid for a period of four months after the promotion date.
 - ii. Should purchase prices increase after this period, including currency fluctuations resulting in price increases, we are entitled to adjust our pricing.
 - iii. The prices as provided by us exclude sales tax (VAT), delivery costs and packaging.
 - iv. Packaging cannot be returned to us.
 - v. Upon request, special packaging or packaging instructions may be applied. Any additional costs must be covered by the client.

COLLATERALISATION AND ADVANCES

6. When entering a contract, we reserve the right to request a payment guarantee or advance, the scope of which will be defined in the agreement. Should the client refuse, we are entitled to unilaterally terminate the agreement.

ORDER MODIFICATIONS

7. Written notification must be provided should the client wish to modify the original order. We will then inform the client of any consequences resulting from the modifications. Any additional costs incurred are the responsibility of the client. If the adjustments apply to deliverables, this is subject to review and limitations of the factory by which the order was placed. Cancellation of modifications is not permitted for orders which have already been sent for delivery, whether by us or by the applicable factory. Urgent modifications communicated verbally and/or via telephone will not be taken up. All communication regarding order processing must occur in writing. Modifications to issued orders may result in adjustments to the agreed delivery period.

OUTSOURCING

8. We are entitled to outsource an order, partially or in its entirety, to one of our approved suppliers/producers/co-makers.

DELIVERY AND RISKS, SHIPPING COSTS

9.
 - i. The delivery period is recorded in our written confirmation. Should certain information (such as illustrations and calculations) or certain formalities (such as export authorization) be required prior to executing the order, then the delivery period will only begin after we have received all information and approvals. If we require a payment with the order, the delivery period will ensue on the day that we have received the payment.
We strive to provide an accurate delivery period specification; however, the indicated delivery periods are non-binding and function merely as an approximation and are never intended as strict deadlines.
Under no circumstances is the client entitled to compensation, dissolution of the contract or failure to meet obligations if we are unable to meet the specification, unless resulting from gross negligence on our part.
 - ii. Delay arising from the execution of the contract, for whichever reason, including those caused by our personnel or suppliers, automatically results in the extension of the indicated delivery period with an equal number of days as resulting from the incurred delay. We will inform the client, upon request, of any further information concerning the delay.
10.
 - i. We conduct carriage paid deliveries, unless written agreements have been made in writing. Products become the responsibility of the client as soon as our warehouse has presented them for transport and they have left the factory; we do not provide insurance for transport liability.
 - ii. We have the right to store undeliverable products, at the cost and risk of the client.
 - iii. We will select the mode of transportation for product transport, unless the client imposes an alternate selection. This must be provided in writing, additional costs incurred will be charged to the client.
 - iv. Delay or temporary hindrance incurred by our selected mode of transport does not oblige us to select an alternate mode of transport.

CLIENT ORDER CANCELLATION

11.
 - i. Following our written permission, a client may partially or completely cancel an order. If we agree to the cancellation, the client is liable for all costs which we incurred for the order, including a compensation of 10% of the agreed price.
 - ii. We also reserve the right to forward third-party charges for costs incurred concerning the cancelled order.

SUSPENSION AND TERMINATION

12.
 - i. The contract may be suspended or terminated if the client does not satisfy certain obligations, arising from the relevant contract or any other contract entered with us, including financial obligations.
 - ii. The contract may also be terminated in the event of:
 - repossession, bankruptcy applications;
 - suspension or liquidation of the company by the client;
 - the appointment of a judicial asset manager;

- the client enters a payment agreement with creditors or leaves third-party debts unpaid.
- iii. In each of the situations mentioned under i and ii, our accounts receivable are directly and immediately payable.

RETENTION OF TITLE

- 13. i. All delivered products will remain our property until the client has met all obligations arising from the delivery contract. Retention of title described here also applies if payment is arranged via exchange or other commercial paper. The client is not permitted to resell, process or give products as collateral for which the obligations have not been met without our written permission.
- ii. If obligations for obtaining the goods are not met, as well as in the event of contract termination, the client is obligated to present the products upon request and, if requested, to immediately deliver them to us or to a third party as designated by us.
- iii. Returned products will be credited to the client, if in good condition, at the current value as determined to conform with commercial practices in our sector.
- iv. The client is required to insure the affairs, as described above under i, against the risks of fire, theft, storm and water damage and for which a clause is included that the insurance also applies to third-party affairs.

PAYMENT

- 14. i. Provided no other written payment conditions have been reached, invoices are payable within 14 days of the invoice date.
- ii. The client is not entitled to deduct any of our outstanding invoices.
- iii. Should the client fail to fulfil the invoice as referred to under i, the client will automatically be deemed in default. We reserve the right to charge an interest of 1% per month from the final due date until the entire invoice is paid, with no prior summons or notice of default required, without prejudice to our further rights.
- iv. Client payments are processed and conform to article 44, book 6 of the Civil Code (Burgerlijke Wetboek); consequently, incidental costs are first deducted from incoming payments to compensate for debt collection costs and interest as defined in section iii of this provision.

COSTS

- 15. Outside of the contractual obligations, all costs incurred or which will be incurred due to compliance, termination or compensation not wholly within the client's rights, will be recovered from the client.

WARRANTY

- 16. i. Our products are sound and of an acceptable quality, conform to industry standards, up to a period of 9 months after delivery, unless stipulated otherwise.
- ii. In the event that our products prove to be unsound or of insufficient quality during the period defined under i, we are only obligated to replace these products with equal or similar products.
- iii. If a contract formed with us includes a separate, written warranty as issued by a third party, such as the manufacturer or importers, the above information applies with the understanding that the initial contact point must always be the actual manufacturer of the products.
- iv. The client is entitled to a warranty if and when the client has fulfilled all of its financial obligations toward us.
- v. Unless expressly specified elsewhere, we are solely bound to compliance with the warranty obligations as described in this article toward clients who have been accepted by us as 'approved applicator' (within the Netherlands) or 'approved supplier' (abroad).

CLAIMS

- 17. i. With reference to article 16, claims are only validated when we are notified of these via email, together with the delivery confirmation, within 10 business days of receipt of the goods.
The email must also provide a clear description of the defects and shortcomings. Claims made or submitted in any other way will not be processed. Products are provided of a quality level and in packaging according to the standards of our sector. Clients are obligated to inspect delivered products based on the provided delivery notes and order confirmation. If the client does not perform proper inspection of the goods, including the soundness of the products, within 10 business days of receipt, this will be considered to be an unconditional acceptance of the order.
- ii. Under no circumstances may the client apply claims against us if the delivered goods have been tampered with, including processing or adaption by third parties. The client is also unable to apply claims against us if the delivered goods were incorrectly or unsoundly stored, including storage.
- iii. If a claim has been approved, we reserve the right to replace faulty / damaged products with equivalent products ('replacement right'), or otherwise the right to extend compensation to a maximum value of the invoiced amount for the rejected goods. We reserve the right to choose which form of compensation is extended.
- iv. Claims do not give the client the right to defer invoice payment.
- v. Goods which have been delivered and approved as stipulated by this provision will not be accepted for return, unless the client submits a request.
- vi. By virtue of this article, each claim will expire 6 months after the invoice date, which applies to the delivery of products for which the client wishes to submit a claim.

FORCE MAJEURE

- 18. i. Any deficiencies by our company or our suppliers as a result of force majeure will lead to our discharge from the fulfilment of the agreed delivery period and/or our obligation to deliver without the customer being able to claim any compensation for damage, costs, and interest on that basis.
- ii. By force majeure is meant the following circumstances: war, mobilization, riots, flooding, blocking of shipping and other transport obstructions, stagnation in or restriction or termination of delivery by public utility companies, lack of means for power generation, fire, accidents, strikes, exclusions, actions from trade unions, causing delivery and/or production to be rendered impossible or unreasonably onerous, government measures, non-delivery of necessary materials, products and/or semi-finished goods to us by third parties, loss of items intended for delivery to the customer, and other unforeseen circumstances including in the country of origin of the goods, which disrupt the normal course of business in our company and delay or make it reasonably impossible to execute the order(s).
- iii. We will notify the customer as soon as possible if a force majeure situation as referred to in the preceding sentence occurs.
- iv. If the force majeure is regarded as being a permanent situation, we will discuss with the customer to fully or partly annul the contract. Permanent force majeure is a force majeure situation that lasts longer than six months.

LIABILITY

- 19. i. Except for generally applicable rules of public order, and except for the specific provisions of the Dutch Civil Code regarding Product Liability (articles 6:185 and 6:186:193), we commit to the delivery of our products as contractually agreed with the customer, subject however to due observance of the provisions in the articles of our General Terms and Conditions.
- ii. We have no obligation to compensate a customer for costs, damages, and interest due to personal injuries.
- iii. We will never have any obligation to compensate a customer for costs, damages, and interest for damage to movable and immovable property, or the loss of value added to delivered goods as a consequence of becoming wholly or partially unusable, be it directly or indirectly caused by the customer or third parties, unless the customer can demonstrate that the damage is attributable to intent or gross negligence on our part.

- iv. We are not liable towards the customer for any damage that the customer suffers as a result of claims from third parties, including those of its own employees, in connection with damage of whatever nature, be it caused by products delivered by us to the customer which have been processed in any way, or be it caused by the products themselves delivered to the customer. The aforementioned claims by third parties include claims based on the legal provisions regarding product liability.
- v. Damage (partly) caused by one of the customer's products in which one of products has been processed, is deemed to have been caused by a defect that wholly or to a large extent is attributable to the customer and must therefore be charged to his account, unless the customer proves that the damage arose exclusively due to a defect in our product, which prior to, during or after the production by the customer is not or could not be discovered by the personnel or auxiliary persons engaged by the customer.
- vi. If it is established that both the customer and we are jointly liable for the damage caused, we will be obliged to pay compensation to the customer in proportion to the extent to which our product has been incorporated into the defective product, with a maximum liability of the invoiced value of the delivered products in the component in question.
- vii. The customer is obliged to ensure that using or processing of the products delivered by us will only be done or managed by qualified personnel. Furthermore, the customer is obliged to handle the products delivered by us in a professional manner and use them in the correct manner and, in any case, not to use them improperly or use them for a purpose other than that for which they are suitable according to objective criteria.
- vii. In the event of delivery to third parties, the customer is expressly required to pay attention to the information provided by us. On request, we are prepared to advise the customer with regard to a specific use and/or processing method provided the customer gives us detailed and comprehensive information about the intended use. The way in which the advice is used is at all times the responsibility of the customer.
- vii. If we are addressed directly by a third party because of statutory product liability, the customer is obliged, on the first request, to provide us with the design of the product in which our product is incorporated.
- viii. In any case, the customer will at least commit to us to accompany each product in which one of our products has been processed or incorporated with clear operating instructions in the language of the country where the product is handled, or as a minimum in English, warning of the risks in the case of normal and improper use of the product. On our first request, we will receive such operating instructions for information purposes.
- ix. Without prejudice to the above, we are not liable to the customer for a higher amount than the amount invoiced to the customer in accordance with the contract for the supply of products in that component which gave rise to the claim.
- x. In all cases where the customer is obliged to indemnify us under this provision, he is also obliged, on our first request, to indemnify us against any legal proceedings.

LIMITATION

- 20. The right to compensation will lapse 6 months after the invoice date.

WAIVER OF TERMINATION RIGHT

- 21. The client expressly waives his right to dissolve the contract as provided for in articles 6:265 and so forth of the Dutch Civil Code due to a shortcoming in the performance on our part.

DISPUTES AND APPLICABLE LAW

- 22. All quotations and contracts governed by these conditions are subject exclusively to Dutch law as applicable to the European territory of the Kingdom of the Netherlands. All disputes in relation to, or flowing from, contracts concluded or quotations made with us will be brought exclusively before the appropriate Dutch court in the region of our domicile, except in so far as any mandatory provision in force in the Netherlands prescribes otherwise. In such cases, however, we are entitled to address the appropriate court of the customer's domicile.

The general Terms and Conditions for sales and delivery are filed at the Chamber of Commerce in The Hague (registration number: 61870250).

Delft, January 2018