

## General Conditions of Sale and Delivery

PLIXXENT B.V.  
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BTW NL001083193B01

PLIXXENT (as defined below) hereby expressly rejects the applicability of any general conditions of the Purchaser (as defined below). These General Terms and Conditions of Sale and Delivery contain limitations or exclusion of liability.

### 1. General Remarks, Scope of Application

1.1 These General Terms and Conditions of Sale and Delivery (GTCS) shall govern the offering, sale and delivery of goods and/or services (herein both separately and jointly referred to as "Products") between Plixxent B.V. ("Plixxent") as seller and its customer ("Purchaser"), and apply to all similar dealings between Plixxent and Purchaser.

1.2 These GTCS supersede any and all prior oral and written offers, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products. Conflicting or deviating conditions of purchase or other reservations made by the Purchaser are explicitly rejected and shall not be effective unless Plixxent has expressly accepted them in writing. Failure of Plixxent to object to terms and conditions of Purchaser shall in no event be construed as an acceptance of any terms and conditions of Purchaser.

Neither Plixxent's commencement of performance nor Plixxent's delivery shall be deemed or constituted as acceptance of any of Purchaser's terms and conditions. If these GTCS differ from any terms and conditions of Purchaser, these GTCS and any subsequent communication or conduct by or on behalf of Plixxent, including, without limitation, confirmation of an order and delivery of Products, constitutes a counter-offer and not acceptance of such terms and conditions submitted by Purchaser. Any communication or conduct of Purchaser which confirms an agreement for the delivery of Products by Plixxent, as well as acceptance by Purchaser of any delivery of Products from Plixxent shall constitute an unqualified acceptance by Purchaser of these GTCS.

1.3 The GTCS shall apply to any future sale and/or delivery of the Products (including services) executed with Purchaser.

1.4 Material declarations, waivers and notices to be provided to Plixxent by Purchaser (e.g., setting of deadlines, notification of defects, cancellation of an order or reduction of payments) must be in writing in order to be effective.

### 2. Offers, Contract Execution

2.1 Plixxent's offers and quotations, made in whatever form, shall not be binding upon Plixxent and merely constitute an invitation to Purchaser to place an order. All offers issued by Plixxent are revocable and subject to change without notice.

2.2 Purchaser's orders shall become binding on Plixxent upon receipt by Purchaser of Plixxent's written order acknowledgement (or invoice or delivery note) ("Plixxent's Confirmation"). Plixxent shall have the right to accept the order within three (3) weeks following its receipt. Plixxent shall be entitled to refuse an order without indication of its reasons.

2.3 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.

2.4 Agreements made by Plixxent's employees, officers, representatives and/or agents are not binding upon Plixxent unless, and only to the extent that, these are confirmed or made in writing by duly authorized representative(s) of Plixxent.

2.5 Product descriptions, documents and data (such as weights, dimensions, serviceability, tolerances or technical data) provided by Plixxent to Purchaser, including those in electronic form, shall not constitute guaranteed compositions of the Products. Customary deviations, deviations resulting from legal regulations, as well as other minor deviations, shall be permitted unless they interfere with the usability of the Products for the purpose as explicitly indicated by Purchaser.

### 3. Period of Delivery

3.1 Unless expressly stated otherwise in Plixxent's Confirmation, any times or dates for delivery of the Products by Plixxent are estimates and shall not be of the essence. Plixxent shall make every effort to effect delivery of the Products as early as possible.

3.2 In the event of late delivery of (part of) the Products, Plixxent must be formally declared to be in default in writing and must be granted an additional reasonable term to satisfy its obligations, of at least 30 working days. If the extended term is exceeded, Purchaser shall be entitled to terminate the specific order insofar as no deliveries have taken place.

3.3 Plixxent is entitled to deliver the Products as stated in Plixxent's Confirmation in parts and to invoice separately.

3.4 In no event shall Plixxent be liable for any kind of indirect or consequential damages caused by any delay in delivery. Delay in delivery of any Products shall not relieve Purchaser of its obligation to accept delivery thereof.

3.5 If shipping was agreed, the delivery periods and dates shall refer to the date and time of handover to the shipper, carrier or other third party commissioned to provide transportation. This does not apply if Plixxent has entered into an obligation to deliver to the location of Purchaser.

3.6 The date of delivery shall be the day on which the Products leave Plixxent's plant or a warehouse or, if such date cannot be ascertained, the day on which the Products are placed at the disposal of Purchaser.

3.7 Purchaser will be obliged to accept the delivered Products and, if it has been agreed that Plixxent must also perform services, to offer Plixxent every opportunity and co-operation to do so. If Purchaser acts in violation of this obligation, said Products will be stored at the expense and risk of Purchaser. Purchaser shall pay Plixxent all additional delivery, storage and insurance costs and any other costs incurred along with any loss arising in connection with such neglect or refusal.

### 4. Delivery and Acceptance

4.1 All deliveries of the Products will be effected Ex Works Plixxent's production facility, Incoterms 2010, unless agreed otherwise between the parties in writing. From the moment of delivery, the risk of loss or damage shall pass to Purchaser even if title to the Products have not yet passed.

4.2 Unless otherwise agreed, Plixxent shall be entitled to select the mode of shipment (especially with regard to carrier, route of shipment, packaging). Any additional costs incurred as a result of special shipping requests made by Purchaser shall be borne by Purchaser. Unless a carriage free delivery has been agreed, Purchaser shall also bear any increases in shipping rates, any additional costs resulting from re-routing a shipment, storage expenses, etc.

4.3 Any provision of packaging, including the provision of tankers and tank containers, by Plixxent shall be subject to special conditions.

### 5. Force Majeure

5.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation unforeseeable production, traffic or shipping disruptions, site or building blockages, accidents, fire, explosion, natural disasters, flooding or low water levels, unforeseeable shortages of labor, energy, raw material and supplies, strikes, slowdowns, lockouts, war, political unrest, acts of terrorism, acts of government, incorrect or delayed delivery by suppliers or any other hindrances beyond the parties control.

5.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under Plixxent's Confirmation. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure plus a reasonable start-up period. However, should a Force Majeure event continue or be

expected to continue for a period extending more than two (2) months after the agreed delivery date, and if the disruption is more than insignificant, either Party is entitled to cancel the affected part of Plixxent's Confirmation without any liability to the other Party.

5.3 In case of a partial or complete shortfall of its then existing sources of supply, Plixxent shall not be obliged to purchase or otherwise obtain alternative supplies from other suppliers. Instead, Plixxent shall have the right to allocate available quantities of Products under consideration of its own requirements and other internal as well as external supply obligations.

### 6. Prices and Calculation

6.1 Prices and currencies of Plixxent's Products are as set out in Plixxent's Confirmation. Unless agreed otherwise, Plixxent's prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, (import and export) duties, levies or charges in any jurisdiction levied in relation to the Products or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of the Products to Purchaser shall be for Purchaser's account and shall be added to each invoice or separately invoiced by Plixxent to Purchaser.

6.2 If Plixxent grants a discount, this discount only relates to the delivery specifically mentioned in Plixxent's Confirmation.

6.3 The weight to be invoiced shall be determined at the shipping location of the respective Plixxent's plant unless Purchaser, at its own expense, requires a certified weighing at the respective dispatch station.

### 7. Payment

7.1 The purchase price shall be due upon receipt of the invoice and, unless otherwise agreed or specified in the invoice, payable without discounts within thirty (30) days from the date of the invoice. Invoices shall be deemed received at the most recent billing address provided by Purchaser no later than three (3) days following the invoice date.

7.2 Plixxent shall at any time be entitled to demand adequate security or whole or partial advance payment from Purchaser before it performs (further).

7.3 Value added tax must be added to any down- and pre-payments.

7.4 Payments shall not be deemed effected until the due amount has been definitively cleared into one of Plixxent's bank accounts.

7.5 With regard to payment of the price for Products, time is of the essence. Plixxent may, without prejudice to any other rights of Plixxent, charge interest on any overdue payment at the higher rate of either twelve percent (12%) per annum or one and a half times the prevailing trade interest rate ("wettelijke handelsrente") under applicable law per annum, from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by Plixxent with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Purchaser's account.

7.6 Plixxent reserves the right to use payments for the settlement of the invoices which have been outstanding longest, plus any interest accumulated on those invoices and the costs of collection in the following order: costs, interest, principal claim.

7.7 Purchaser shall not have the right to withhold or set-off payments.

### 8. Retention of Title

8.1 Until receipt of the full payment of the purchase price and receivables under the current business relationship between Plixxent and Purchaser including incidental receivables and claims for damages ("Secured Receivables") title to the Products shall remain with Plixxent ("Products under Title Retention").

8.2 Until the Secured Receivables are fully paid, Products under Title Retention may neither be pledged to third parties nor transferred as securities. Purchaser shall inform Plixxent immediately in writing in the event of third parties attempting to take possession of the Products under Title Retention.

8.3 If Products under Title Retention are intended for commercial resale by Purchaser, Purchaser is entitled to sell them to its customer as part of its ordinary course of business. With respect to such a resale, Purchaser hereby assigns to Plixxent, and Plixxent hereby accepts, as security all of the future claims, including subsidiary claims, Purchaser will have against its customer in consideration for the resale of the Products under Title Retention. Plixxent is entitled to collect the claims so assigned on its own behalf if Purchaser is in default of meeting its payment obligation concerning the Products under Title Retention, if a petition for the initiation of insolvency proceedings has been filed or in case of another lack of Purchaser's capacity of performance from which Plixxent can deduce a potential threat to the realization of its claims. In such events, Plixxent may request that Purchaser discloses to Plixxent the assigned debt claims and the respective debtors, provides all necessary information for debt claim recovery, hands over all documents pertaining and notifies the debtors (third parties) of the assignment.

8.4 If Products under Title Retention are not resold, Purchaser shall be obligated to safeguard the Products under Title Retention on behalf of Plixxent, to maintain and repair them as needed at its own expense, and to insure them against loss and damage at a level of coverage expected of a prudent businessman, for as long as title is retained. Purchaser assigns to Plixxent already now any and all claims that may accrue to him on the basis of such insurance.

8.5 If Products to which Plixxent retains title are processed into new products, Purchaser shall be deemed to be effecting such processing on behalf of Plixxent. Plixxent's title shall thus extend to the products resulting from the processing. Such processing shall not entitle Purchaser to any claims against Plixxent.

8.6 If Products to which title is retained by Plixxent are processed together with, mixed with or attached to goods which title is retained by third parties, Plixxent shall acquire co-ownership of the resulting products in proportion to the value of the Products under Title Retention relative to the value of the products owned by third parties. If the Products, as a result of such processing, mixing or attaching, become part of a principal matter of Purchaser, Purchaser, by accepting these GTCS, assigns in advance his title to the new products to Plixxent.

8.7 On Plixxent's request Purchaser shall supply any and all necessary information about the stock held by him of Products under Title Retention, and about any and all claims assigned to Plixxent; Purchaser shall furthermore inform his buyers about any such assignment of claims to Plixxent.

8.8 To the extent that Purchaser's co-operation is required for the retention of title to become effective (e.g., registration), Purchaser shall take any and all actions that may be required to constitute and maintain Plixxent's rights.

8.9 If under the law of the country in which the goods are located retention of title is not permitted, Plixxent shall be entitled to demand equivalent security from Purchaser. Should Purchaser fail to meet such a request, Plixxent shall be entitled to demand immediate payment of all outstanding invoices irrespective of any terms of payment agreed previously.

8.10 If the collateral pledges to Plixxent as provided for in this Section 8 exceeds Purchaser's respective secured total liabilities towards Plixxent by more than 10%, Plixxent is required, at the request and discretion of Purchaser, to release security up to the amount by which the threshold of 110% of the total secured liability has been exceeded.

### 9. Properties of Products, technical advice

9.1 Unless otherwise agreed, the properties of the Products shall as a general rule only include the properties as stated in Plixxent's Product descriptions, specifications and labeling. Identified uses for the Products pursuant to the European REACH Regulation shall neither constitute an agreement on the corresponding contractual properties of the Products nor the designated use. Any statement, representation, recommendation, advice, sample or other information of Plixxent in relation to the specifications, the Products and the use thereof shall be furnished for the

- accommodation of Purchaser only. Public statements, claims or advertising shall not be classed as information on the properties of the Products for sale.
- 9.2 Any technical advice and information provided by PLIXXENT verbally, in writing or by way of tests is given to the best of PLIXXENT knowledge but without any warranty; this also applies where proprietary rights of third parties could be involved. PLIXXENT technical advice and information provided shall not release Purchaser from the obligation to test the Products supplied by PLIXXENT as to their suitability for the intended processes and uses. The application, use and processing of the Products are beyond the control of PLIXXENT and PLIXXENT does not assume any liability based on such use. Purchaser shall indemnify and hold PLIXXENT harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Products, Purchaser's use thereof and/or Purchaser's use or application of any information disclosed or provided by or on behalf of PLIXXENT.
- 10. Inspection, Defects**
- 10.1 Upon receipt of the Products, Purchaser shall be obliged to immediately inspect the Products for defects and deficiencies and shall ensure that the Products delivered are fit for the purpose for which they are to be used.
- 10.2 In the event Purchaser processes the Products (further) in whatever manner prior to having conducted the aforementioned tests, Purchaser shall do so at its own risk.
- 10.3 Visible defects must be reported to PLIXXENT in writing within five (5) working days after the date of receipt of the Products, together with supporting evidence, samples and packing slips, stating the invoice number and date.
- 10.4 Defects that are not visible upon receipt, including the defects which are evidenced or reasonably can be evidenced by means of the aforementioned tests to be conducted prior to (further) processing the Products, must be reported to PLIXXENT in writing, together with supporting evidence, samples and packing slips, stating the invoice number and date, within five (5) working days after discovery or within five (5) working days after Purchaser should reasonably have discovered the defects, but no later than six (6) months from the date of delivery of the Products (the "Warranty Period").
- 10.5 If Purchaser fails to notify PLIXXENT of a defect within the specified time limit, the delivered Products shall be deemed accepted.
- 10.6 Purchaser must return the defective Products to PLIXXENT upon request and for testing purposes. A determination of whether or not delivered Products conform to the agreed specifications for the Products as stated in PLIXXENT's Confirmation or, in the absence of agreed specifications, to the most recent specifications held by PLIXXENT at the time of delivery of the Products, shall be done solely by analyzing the samples or records retained by PLIXXENT and taken from the batches or production runs in which the Products were produced in accordance with the methods of analysis used by PLIXXENT.
- 10.7 Defects in parts of the Products stated in PLIXXENT's Confirmation do not entitle Purchaser to reject the entire delivery of the Products. Complaints, if any, do not affect Purchaser's obligation to pay as defined in Section 7. Upon receipt of a notice of defect, PLIXXENT is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured.
- 10.8 Purchaser shall bear the costs necessary for testing and supplementary performance, in particular for shipping and transport infrastructure as well as for labor and materials, if (a) Purchaser's request to have defective Products remedied proves to be unjustified or (b) the Products were later moved to a location other than Purchaser's place of business, unless this move coincides with the proper intended use.
- 11. Purchasers rights regarding defective Products**
- 11.1 In case a Product is defective within the Warranty Period defined in Section 10.3 and 10.4 and Purchaser has fulfilled its obligations in accordance with Section 10 and has used the Products in a manner that can be qualified as "Normal Use" (defined in Section 11.3), PLIXXENT shall at its discretion only be obliged to repair the defect free of charge, to have the defect repaired, or to make the parts available that are necessary for the repair, or to replace the Product(s) concerned. If PLIXXENT finds that repair or replacement of the Product(s) is not (or no longer) possible or disproportionately troublesome, PLIXXENT shall be entitled to credit the price received for the Products concerned, without being liable for any (further) damages.
- 11.2 Defects or breakdowns which are the result of normal wear and tear, pollution, inappropriate use, negligence, carelessness, abuse or intentional damage, to be judged reasonably by PLIXXENT, are excluded from repair or replacement.
- 11.3 Normal Use shall mean the use of the Product(s) for the purpose for which it was intended, including compliance with the instructions for use which accompany the Products and bearing in mind any instructions or guidelines for use given in writing or orally by PLIXXENT before or during the delivery of the Products, as determined at the discretion of PLIXXENT. Disruptions caused by external influences, such as - for example - work carried out by third parties, improper use, the use of poor quality non-durable material, changes to the set up, power supplies, earthquake, fire, lightning, flood damage, violence, are also excluded from the warranty.
- 11.4 Products may only be returned by Purchaser to PLIXXENT subject to PLIXXENT's prior written consent and instructions.
- 11.5 The obligations of PLIXXENT in this Section are personal and can only be transferred by Purchaser to a third party with the prior written consent of PLIXXENT.
- 12. Exclusions and Limitations of Liability**
- 12.1 All liability of PLIXXENT is limited to its obligation as set forth under Section 11, unless in so far as damages result from an intentional act or gross negligence ('opzet of aan opzet grenzende roekeloosheid') of PLIXXENT.
- 12.2 PLIXXENT shall not be liable to Purchaser or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.
- 12.3 Notwithstanding anything herein contained to the contrary, the liability of PLIXXENT for any and all claims for direct damages arising out of or in connection with the Products and the use thereof shall under no circumstances exceed, at its option, either the invoice value of the Product(s) delivered, at least the part thereof whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of PLIXXENT, the amount that is actually paid out by the insurer with respect thereto. In case of continuing contracts the "invoice value" is the amount charged by PLIXXENT for all Products delivered in the period of three (3) months prior to the damage inflicting event, this with the deduction of credited amounts in connection with that period and for those Products.
- 12.4 PLIXXENT cannot be held responsible for loss or damage attributable to any of the circumstances identified in Section 5 of these GTCS.
- 12.5 PLIXXENT shall not be liable for loss or damage in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European REACH Regulation being triggered by the Purchaser.
- 12.6 Any exclusion or limitation of liability in favor of PLIXXENT provided under this Section 12 shall also apply to the benefit of the legal representatives, employees, workers, agents and vicarious agents of PLIXXENT arising out of the same cause of action.
- 12.7 Mandatory provisions of applicable law shall remain unaffected.
- 13. Trademarks**
- 13.1 The offer or supply of substitute products to third parties instead of the Products of PLIXXENT while referring to the PLIXXENT Products, or the association in price lists and similar business documents of product names of PLIXXENT (whether trademarked or not) with the word "substitute" or similar words that convey the same meaning or juxtaposition of PLIXXENT product names with the names of substitute goods, is prohibited.
- 13.2 It is also not permitted, when using PLIXXENT Products for manufacturing purposes or in processing, to use product names of PLIXXENT, especially its trademarks, as a named component on such goods or their packaging or in related printed and advertising materials without the prior written consent of PLIXXENT. The supply of Products under a trademark shall not be construed as an agreement on the use of this trademark for the goods manufactured from it.

**14. REACH Regulation**

- 14.1 If Purchaser communicates to PLIXXENT a use under Article 37.2 of the Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation") which makes an update of the registration or of the chemical safety report necessary, or initiates any other obligation under the REACH Regulation, PLIXXENT shall receive from Purchaser a reimbursement of all verifiable expenses incurred. PLIXXENT shall not be liable for any delay in delivery caused by the announcement of that use and the compliance by PLIXXENT with the respective obligations under the REACH Regulation. If PLIXXENT, for reasons of protection of human health or the environment, is unable to include the use as an identified use and if Purchaser nonetheless intends to use the Products in the way advised against by PLIXXENT, then PLIXXENT shall have the right to withdraw from the contract.

**15. General**

- 15.1 All intellectual property rights, including but not limited to patents, copyrights, model rights and trademark rights with respect to the Products delivered by PLIXXENT (including but not limited to drawings, calculations, sketches, technical data, know-how and advices) remain with PLIXXENT and are not being transferred to Purchaser, unless and insofar as parties agree explicitly otherwise in writing.
- 15.2 Purchaser shall refrain from infringements of patents, copyrights, model rights, trademark rights or any other intellectual property rights of PLIXXENT.
- 15.3 Purchaser shall treat any information and knowhow received from PLIXXENT as strictly confidential and this information and knowhow shall not be communicated to third parties by Purchaser without PLIXXENT's prior permission in writing. Nor shall Purchaser use this information and knowhow for any circumstances other than explicitly agreed upon.
- 15.4 Failure by PLIXXENT to enforce at any time any provision of these GTCS shall not be construed as a waiver of PLIXXENT's right to act or to enforce any such term or condition and PLIXXENT's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by PLIXXENT of any breach of Purchaser's obligations shall constitute a waiver of any other prior or subsequent breach.
- 15.5 Only the English version of these GTCS shall be authentic and shall prevail, in case of inconsistency, over any translation of these GTCS in another language.
- 15.6 If any provision of the GTCS be or become invalid in full or in part, this shall not affect the validity of the remaining provisions or remaining parts of the provision concerned. The parties shall replace any invalid provision by a valid provision which reflects the intent and purpose of the original provision to the greatest possible extent.
- 16. Governing Law, Jurisdiction**
- 16.1 These GTCS, the parties' rights and obligations arising out of or in connection with PLIXXENT's Confirmation and/or these GTCS shall be governed construed, interpreted and enforced according to the laws of the Netherlands, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 16.2 Any dispute that may be instituted by any party shall be initiated exclusively before the competent court in Amsterdam, the Netherlands, unless PLIXXENT chooses to bring a dispute before the competent court of the country where Purchaser is situated.

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