

# GENERAL CONDITIONS APPLICABLE TO THE SALE AND DELIVERY OF GOODS BY

## G.C. RUTTEMAN & Co. B.V.

### 1. GENERAL

1.1 These conditions apply to all offers by and all orders to G.C. Rutteman & Co. B.V. (hereafter referred to as Rutteman) for the sale and delivery by Rutteman of goods, and to all agreements with Rutteman with respect thereto.

1.2 The applicability of conditions of the customer is hereby expressly excluded.

1.3 Provisions that deviate from these conditions can be invoked by the customer only if and to the extent that these provisions are accepted by Rutteman in writing.

### 2. OFFERS, ORDERS AND AGREEMENTS

2.1 All offers from Rutteman are non-binding ("vrijblijvend").

2.2 Orders and acceptances of offers by the customer are irrevocable.

2.3 Rutteman is only bound if and as it has accepted in writing.

### 3. PRICE

3.1 The prices set by or agreed with Rutteman are only valid for delivery at the time, in the way and on the conditions as mentioned in its order confirmation.

### 4. DELIVERY PERIOD AND DELIVERY

4.1 Abbreviations and terms used by Rutteman for indicating the way and conditions of delivery shall have the meaning attributed thereto in the version of the INCO-terms applicable at the moment of conclusion of the agreement, although only to the extent that these conditions or the order confirmation of Rutteman do not expressly deviate from such meaning.

4.2 Failure to deliver within agreed delivery periods does not entitle the customer to any damages, nor to non-fulfillment by it of any of its own obligations arising from the agreement. The customer is, however, entitled to rescind the agreement by a written declaration, if and insofar as after a failure to deliver within an agreed delivery period, Rutteman still fails to deliver within a reasonable period agreed with the customer in writing.

4.3 Rutteman has the right to deliver in parts. Each partial delivery shall be deemed to be a separate delivery with respect to the application of these conditions.

### 5. TRANSFER OF TITLE

5.1 All goods delivered by Rutteman remain the property of Rutteman until such time as the customer has paid in full all that which is owed to Rutteman in connection with the underlying agreement and/or in connection with agreements with the customer of the same nature as the underlying agreement, this including damages, costs and interests. The customer has no right of retention with respect to these goods.

### 6. FORCE MAJEURE

6.1 Rutteman is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including government measures, site or building blockades, strikes, specific work interruptions or work to rule slowdowns and lock-out, delay in shipping or transport by other parties than Rutteman, accidents, fire and interruptions of business operations.

6.2 In the case of force majeure on the part of Rutteman, its obligations are suspended. If the force majeure lasts longer than three months, Rutteman and the customer are both entitled to rescind the non-feasible parts of the agreement by a written declaration.

### 7. TESTING

7.1 The customer shall immediately after receipt thereof inspect and carefully test the goods delivered with respect to quantity, purity and quality. The customer who puts into storage, uses or sells on the goods delivered without above mentioned careful testing does so for its own account and risk.

### 8. LIABILITY AND INDEMNITY

8.1 Rutteman is never obliged to pay damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of Rutteman or its own employees. Rutteman's liability for consequential damages or for loss of profits is, however, at all times excluded except in the case of damages intentionally inflicted by managing employees of Rutteman.

8.2 In all cases in which Rutteman is obliged to pay damages, these will never be higher than the amount that will actually be paid out by the liability insurer of Rutteman with respect thereto. The amount of damages to be paid by Rutteman in the absence of insurance cover will never be higher than the invoice value of the goods delivered whereby or in connection with which the damage was caused.

8.3 Any claim towards Rutteman, except those recognized by Rutteman, lapses after a period of 12 months from the time the claim arose.

8.4 Conditions which limit, exclude or determine liability, to which Rutteman is subject by its suppliers or by independent contractors used by Rutteman in connection with the goods delivered or to be delivered, can in turn be imposed by Rutteman on the customer.

8.5 Rutteman's employees or independent contractors used by Rutteman for the implementation of the agreement, can, towards the customer, invoke all means of defence afforded by the agreement as if they themselves were party to that agreement.

8.6 The customer will hold harmless and indemnify Rutteman, its employees and independent contractors used by Rutteman for the implementation of the agreement, for each claim by third parties in connection with the implementation of the agreement, insofar as those claims exceed or differ from those to which the customer is entitled from Rutteman.

### 9. PAYMENT AND SECURITY

9.1 Payment must take place within 30 days after the invoice date unless agreed otherwise. Rutteman has, however, at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.

9.2 Unless agreed otherwise, payment shall be made without any deduction, compensation or discount.

9.3 If the customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the customer is in default on any payment, all Rutteman's remaining claims on the customer are due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, it owes to Rutteman late interests of 1,5% per month or part of a month during which the default continues.

### 10. DISPUTES AND APPLICABLE LAW

10.1 All disputes between parties which do not belong to the competence of a Dutch Cantonal Court shall be heard exclusively by the competent court in Rotterdam.

10.2 All relationships between Rutteman and its customer are subject to Dutch law.

10.3 Application of the UN Convention on Contracts on the International Sale of Goods (CISG) is excluded.

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