

TERMS AND CONDITIONS FOR SALE OF PRODUCTS

The following terms and conditions ("Terms") apply to sale of various chemical products ("Products") by Solventis Ltd of Compton House, The Guildway, Old Portsmouth Road, Guildford, Surrey, England, GU3 1LR, (company no. GB 03366192) and/or Solventis Europe NV of Frans Buyensstraat 9 - B0301, Antwerpen 2000, Belgium (company no. BE 0713774696) ("Seller") to the company or other entity ("Buyer") named in the order issued by the Buyer ("Order").

1 Quotations, Orders and Formation of Contract

- 1.1 A quotation for Products given by the Seller shall not constitute an offer. A quotation shall only be valid for the period stated in it or, if no period is stated, for 30 days from its date of issue.
- 1.2 The Order constitutes an offer by the Buyer to purchase Products in accordance with these Terms.
- 1.3 No Order shall result in a binding contract of sale unless and until expressly accepted by the Seller by the issue of a written confirmation of the Order, at which point a contract ("Contract") shall come into existence between the Buyer and the Seller. The Order may be confirmed by email (provided the email is supported by a valid server delivery receipt).
- 1.4 These Terms apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.5 No oral statements by any person representing or purporting to represent the Seller shall amend or override any of these Terms.
- 1.6 No variation of the Contract shall be effective unless it is agreed by mutual consent between the Buyer and the Seller in writing.
- 1.7 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents issued by the Seller that is inconsistent with these Terms.
- 1.8 Any descriptions contained in the Seller's catalogues or brochures, or on its website, are supplied for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.
- 1.9 The Seller reserves the right to amend the Product specification/formulation if required by any applicable statutory or regulatory requirements.
- 1.10 In these Terms:
 - (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted, and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; and
 - (b) any phrase introduced by terms such as including, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Health and Safety

The Buyer's attention is drawn to the information relating to the Products contained in the relevant Safety Data Sheets for the Products. The Buyer is responsible for ensuring that in purchasing and using the Products it complies with any duty or obligation imposed upon it under applicable health and safety law including the Health & Safety at Work etc. Act 1974.

3 Reception Facilities

The Buyer shall have sole responsibility for ensuring the safety and suitability of any vehicle belonging to the Buyer or contracted by the Buyer coming onto the Seller's site, or any site which is an agreed collection point, to collect the Products, including checking that there is no risk of contamination (e.g. due to residue product in the vehicle or the pump). The Buyer shall indemnify the Seller against any damages, claims or costs arising out of a breach of this clause 3. Without prejudice to the Buyer's obligations under this clause 3, the Seller reserves the right to make an internal and/or external inspection of the vehicle before any Product is loaded.

4 Storage

The Buyer warrants that it shall always comply, with all applicable laws and the requirements of all competent authorities relating to the transportation, storage and use of the Products. The Buyer shall indemnify the Seller against any damages, claims or costs arising out of a breach of this clause 4.

5 Petroleum License and Bonded User Number

The Buyer warrants that it has storage facilities for any low-flash Products which conform with all applicable laws and, if applicable, it has a current bonded user number applicable to any Products that require such.

6 Measurement

The measurements of quantity taken by the Seller at the point of loading/despatch shall be set out in the Seller's invoice and shall be binding on the Buyer. Where the Seller obtains the Products from a third-party supplier the Seller's invoice will be based on the loaded weight as advised by the supplier.

7 Delivery

- 7.1 Delivery shall be in accordance with the relevant provision from the Incoterms 2010 (as the same may be updated from time to time) as specified in, and which shall form part of, the Contract.
- 7.2 If the parties agree that the Seller will deliver the Products by instalments, these shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 7.3 All indications of delivery dates or periods are estimates only and, while the Seller shall use reasonable endeavours to meet such estimates, time for delivery shall not be of the essence of the Contract.
- 7.4 The Seller shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event (as defined in clause 14.1) or the Buyer's failure to comply with the requirements set out in clause 3.
- 7.5 If the Seller fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Buyer, acting reasonably, in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products.
- 7.6 If the Buyer fails to collect the Products on the date agreed for collection, the Seller cannot guarantee the availability of the Products nor that the agreed price will continue to apply. The Seller reserves the right to store the Products until they are collected in which case it shall charge the Buyer for all related costs and expenses (including insurance).
- 7.7 If the failure to accept delivery of the Product when tendered is directly or indirectly caused by or attributable to the Buyer, the Seller shall be entitled to charge the Buyer all reasonable costs arising out of such delay, including but without limitation:
- (a) the cost of returning the Products to the Seller's location; and/or
 - (b) the cost of storage of the Products until such time as the Buyer is able to accept delivery; and/or
 - (c) the cost of delivering (or attempting delivery) of the Products at the rescheduled date.
- 7.8 The Buyer shall be entitled to reschedule delivery on not more than one occasion at a mutually convenient time as agreed between the Buyer and the Seller, on the proviso that all associated costs will be borne by the Buyer.
- 7.9 In the event that clause 7.6 or 7.7 applies, the Seller may at its sole discretion sell the Products and, to the extent that the Buyer has already paid for such Products, the Seller shall remit the proceeds of sale to the Buyer, after deducting its reasonable costs and expenses of storage and resale. To the extent that the Buyer has not paid, the Seller may recover the difference between the Contract price and the amount the Seller received from the subsequent sale.

8 Risk and Property

- 8.1 Risk passes to the Buyer in accordance with the Incoterms as stated in the Contract.
- 8.2 Notwithstanding delivery, and solely for the purposes of securing payment of all outstanding invoices due to the Seller by the Buyer, if any of the circumstances referred to in clause 15.1(c) to clause 15.1(e) occurs, the Products shall (so long as they remain identifiable as such goods) remain the absolute property of the Seller, but under guidance, stewardship and insurance of the Buyer, until payment of all amounts invoiced by the Seller to the Buyer and outstanding from time to time or until the Product is processed or resold by the Buyer in the normal course of business, whichever is the earlier.
- 8.3 Where the Buyer's storage facilities permit, the Buyer agrees to store packed Products (such as those supplied in drums or IBCs), until they have been paid for, in such a way that they are readily identifiable as the property of the Seller.
- 8.4 In any of the circumstances referred to in clause 15.1(c) to clause 15.1(e) occurs, the Seller shall be entitled, immediately after giving notice of its intention to do so, to enter upon the premises of the Buyer with such transport as may be necessary and repossess any Products to which it has property/title under these Terms.
- 8.5 The Buyer shall insure the Products to their full price against "all risks" and keep them insured until property in them passes to the Buyer. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which are the Seller's property.
- 8.6 Nothing in this clause 8 shall confer any right on the Buyer to return the Products or to refuse or delay payment, unless otherwise agreed.

9 Price and Payment

- 9.1 Subject to clause 9.2, any Products supplied within the price validity period stated in the Seller's quotation will be charged at that price, irrespective of the date of the Order.
- 9.2 The price is exclusive of any applicable VAT or other duties or excise not included within the Contract which the Buyer is also liable to pay.
- 9.3 The Seller may require the Buyer to pay for the Product on or before delivery. If credit terms are agreed the Buyer shall pay the Seller's invoice within 30 days of the date of the invoice or such other period as the Seller may agree in writing. The Seller may, at its discretion, withdraw or reduce credit terms at any time.
- 9.4 Payment must be made in the currency specified on the Seller's invoice by electronic transfer to the Seller's nominated account.
- 9.5 The Seller reserves the right (without prejudice to the Buyer's obligation to pay on the due date or to any of the Seller's other rights) to charge interest on any overdue balance at 3% above the prevailing Base Rate of HSBC Bank PLC. The Buyer shall indemnify the Seller for all costs incurred by the Seller to recover any sum which the Buyer fails to pay on the due date (including the fees and disbursements charged by the Seller's debt recovery agents and/or legal fees). The parties agree that an additional administrative fee of £500 shall be payable by the Buyer to the Seller as an agreed pre-estimate of the Seller's internal costs of recovering each Contract sum owing, which is payable in addition to all fees and disbursements charged by the Seller's debt recovery agents and/or legal fees.
- 9.6 Where the Buyer pays on or before delivery, the Seller shall be entitled, on delivery of the Product, to deduct from the payment it is holding a sum equal to the value of the invoice for the Products so delivered.

10 Delivery-Related Claims

- 10.1 The Buyer shall inspect and test the Products immediately after delivery.
- 10.2 Delivery-related claims will not be considered unless the Seller is notified in writing (but not upon the Delivery Advice), and reasonable supporting documentation or other evidence is supplied, within the following timescales:
- (a) total loss or non-delivery: within 14 days of the date of delivery (as shown on the Seller's invoice for delivery);
 - (b) short delivery: within 3 working days of the date of delivery; and
 - (c) damage during transit: within 3 working days of the date of delivery, failing which the Products shall be deemed to have been accepted by the Buyer.
- 10.3 In the case of a valid claim for short delivery as described in clause 10.3, the Seller shall make a pro-rated refund of the price.

11 Warranties

- 11.1 The Seller warrants that:
- (a) it is able to pass ownership of the Products to the Buyer;
 - (b) subject to clause 1.9, the Products will at the time of delivery comply with the Seller's specification/formulation for them; and
 - (c) the Products do not infringe the intellectual property rights of any third party.
- 11.2 The Seller may test the Products before delivery but as the Seller has no control over the transportation, storage, method of application or use of the Products after delivery, any condition or warranty, whether express or implied (including as to quality, appearance, aroma, constitution of the Products or their fitness for any purpose), is (save as set out in clause 11.1 or otherwise expressly agreed in writing with the Buyer) hereby excluded to the fullest extent permitted by law.
- 11.3 In the event that the Products do not conform with the warranty set out in clause 11.1 the Buyer must inform the Seller within 3 days of the date of delivery and, if the Products have been processed before the claim is made, the Buyer must provide the Seller with all relevant information (including test details, test results and Product samples) and reasonable evidence that the defect was not ascertainable before processing.
- 11.4 If the Buyer makes a valid claim in accordance with this clause 11 the Seller shall, at its option, replace the defective Products or refund the price of those Products.
- 11.5 The Seller shall not be liable for the Products' failure to comply with the warranty set out in clause 11.1 if:
- (a) the Buyer makes any further use of the Products after giving notice in accordance with clause 11.3;
 - (b) the defect arises because the Buyer failed to follow good trade practice as to the transportation, storage and use of the Products; or
 - (c) the Buyer failed to test the Products before using them in any of its processes.

11.6 The provisions of this clause 11 shall apply to any replacement Products supplied by the Seller.

12 Intellectual Property

By purchasing Products, the Buyer does not obtain any rights to any intellectual property in the Products, including trademarks, copyright, patents or rights in designs (whether registered or unregistered).

13 Limitation of Liability

13.1 Nothing in these Terms shall limit or exclude the Seller's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable) or for fraud or fraudulent misrepresentation by the Seller or its employees.

13.2 Subject to clause 13.1 the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

(a) any loss of profit; loss of goodwill; loss of business; loss of business opportunity; or loss of anticipated saving; or

(b) any special, indirect or consequential damage,

and the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products.

14 Force Majeure

14.1 No liability shall result to either party from delay in performance or non-performance caused by any circumstances beyond the control of the party affected ("Force Majeure Event"). If, for any reason, supplies of the Products or of the feedstock from which the Products are directly or indirectly derived, from any of the Seller's then existing sources of supply are curtailed or cut off, the Seller shall have the option during such period of curtailment or cessation to apportion fairly among its customers including affiliated companies, and whether under contract or not, such Product as may be received in the ordinary course of business or manufactured at the Seller's plant.

14.2 The Seller shall not be obliged to purchase or otherwise obtain alternative supplies of the Products, or the feedstock from which the Products are directly or indirectly derived, nor shall the Seller be obliged to settle labour disputes, run down inventories below normal levels, adapt or vary its manufacturing plan except at the Seller's sole discretion, or take any steps other than in accordance with good business practice to make up inadequate supplies or to replace the supplies so curtailed or cut off.

14.3 The Seller shall not be obliged to make up deliveries omitted or curtailed under the Contract.

14.4 Any such deficiencies in deliveries shall be cancelled with no liability to either party.

15 Termination

15.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:

(a) the Buyer fails to pay any amount due under the Contract on the due date for payment;

(b) the Buyer commits a material breach of any other term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

(c) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or if the Buyer takes any analogous steps or action in another jurisdiction;

(d) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Products under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 15.1(c) to clause 15.1(e), or if the Seller reasonably believes that the Buyer is about to become subject to any of them.

- 15.3 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all the Seller's outstanding unpaid invoices and interest and, in respect of any Products supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.
- 15.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.
- 15.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

16 Compliance with Laws

- 16.1 The Buyer shall comply globally in relation to all and any Product purchased directly or indirectly from the Seller with:
- (a) all applicable export laws, controls and regulations;
 - (b) all applicable sanctions;
 - (c) applicable sector guidelines or industry codes;
 - (d) all standards of ethical behaviour required from market participants, including those relating to health and safety, environmental protection, anti-bribery/anti-corruption and anti-slavery/human trafficking.
- 16.2 The Seller has entered the contract with the Buyer on the strict understanding that the Buyer has complied with all provisions of the UK Bribery Act 2010.
- 16.3 The Seller has entered the contract with the Buyer on the strict understanding that the Buyer has complied with and will continue to comply with all provisions of the UK Bribery Act 2010.
- 16.4 The Buyer shall ensure strict compliance with the Letter of Understanding issued by the Seller to the Buyer which shall form part of the Contract.
- 16.5 The Buyer shall obtain, at its expense, any required permits or export clearances required for the Products.
- 16.6 The Seller has issued a Code of Conduct, Compliance and Business Ethics which is available on the Seller's website. Hard copies are available on request. The Buyer shall comply with the Code to the extent that it is applicable to the Buyer and its agents and employees.

17 General

- 17.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in or relating to the Contract.
- 17.3 Any relaxation or concession that may be granted by the Seller regarding any breach of the Contract shall not in any way affect or prejudice the Seller's strict rights hereunder. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.5 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, or email (provided the email is supported by a valid server delivery receipt). A notice or other communication shall be deemed to have been received:
- (a) if delivered personally, when left at the address referred to in this clause;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 09.00 am on the second working day after posting;
 - (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - (d) if sent by email, on the next working day after sending.

- 17.6 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 17.7 The Buyer may not assign the benefit of the Contract except with the prior written consent of the Seller.
- 17.8 No one other than a party to the Contract and its permitted assignees shall have any right to enforce any of its terms.

18 Dispute Escalation and Mediation

- 18.1 If a dispute arises in relation to any matter under this Contract which cannot be resolved in its usual forum for discussion, the matter will be referred to such senior representatives as the parties may from time to time nominate by giving notice in accordance with clause 17.5. The representatives will meet to discuss the dispute within 14 days of the dispute being referred to them.
- 18.2 If the representatives are not able to resolve the dispute within 30 days of their first meeting to discuss the dispute, the parties shall attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure.
- 18.3 To initiate the mediation a party must give notice in writing ("ADR notice") to the other party requesting a mediation. A copy of the request should be sent to CEDR.
- 18.4 The mediation will start not later than 30 days after the date of the ADR notice. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR within 14 days of the date of the ADR notice. The mediation will take place at an agreed location and the language of the mediation will be English. If there is any point on the logistical arrangements of the mediation (other than nomination of the mediator) upon which the parties, where appropriate in conjunction with the mediator, cannot agree within 14 of the date of the ADR notice, CEDR will be requested to decide that point for the parties having consulted with them.
- 18.5 Any agreement reached through mediation shall be governed by, and construed and take effect in accordance with, English law. If the dispute is not settled by mediation within 30 days of commencement of the mediation or within such further period as the parties may agree in writing, either party may issue court proceedings, provided always that this clause 18 shall not prevent either party from seeking interlocutory relief prior to conclusion of the mediation process.

19 Governing Law and Jurisdiction

The Contract, and any dispute or claim (including non-contractual disputes or claims), shall be construed and take effect in all respects in accordance with English law and the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.