

GENERAL TERMS AND CONDITIONS OF PURCHASE IMCD BENELUX B.V.



ARTICLE 1 - GENERAL

1.1 Definitions:

- Agreement:** any agreement and/or legal act between IMCD and Supplier in connection with the purchase of goods by IMCD from the Supplier.
- IMCD:** IMCD Benelux B.V. having its registered office at Wilhelminaplein 32, 11th floor, 3072 DE in Rotterdam, the Netherlands.
- Supplier:** any legal or natural person that wishes to conclude, concludes or has concluded an Agreement with IMCD, as well as any legal or natural person from which IMCD purchases or has purchased products.

- 1.2 These General Terms and Conditions of Purchase shall apply to all offers, sales agreements, deliveries and obligations arising therefrom, pursuant to which IMCD purchase goods from or acquires services from Supplier. This also applies to all future business with Supplier even without any specific additional reference hereto.
- 1.3 The general conditions of sale of the Supplier are explicitly excluded hereby. Such conditions of the Supplier apply only if they are expressly and under specific reference thereto accepted in writing by IMCD. Any reference of IMCD to communications, letters, order confirmations, or any other document of the Supplier indicating and/or referring to any such conditions of the Supplier are not to be understood as such agreement of IMCD to such conditions.
- 1.4 If any part of a provision of these General Terms and Conditions of Purchase of IMCD shall be contrary to the law or public order, only such part concerned shall be deemed not to have been written. The other parts and provisions shall remain in full force and effect.

ARTICLE 2 - CONCLUSION OF THE AGREEMENT

All offers by Supplier shall be irrevocable for a period of sixty days. IMCD shall not be bound unless the order sent by Supplier has been accepted by IMCD in writing.

ARTICLE 3 - DELIVERY

- 3.1 The delivery dates specified in the purchase order are binding.
- 3.2 Delivery is in time only if the goods arrive at the destination specified by IMCD on the delivery date. Failure to deliver on time shall immediately result in the Supplier being in default, without prejudice to IMCD's other rights and remedies.
- 3.3 In case of any delay or expected delay, Supplier will inform IMCD immediately.
- 3.4 Unless agreed otherwise, all deliveries by Supplier to IMCD are to be made freight-free, customs paid and under risk of the Supplier: DDP according to Incoterms 2010 as defined by the International Chamber of Commerce to the delivery address specified by IMCD and including packaging materials. Delivery is to be accompanied by the delivery note, packing list, certificate of analysis according to the product specification agreed and any further documents needed. The risk for loss and damage is with the Supplier until the goods and documents are handed over at the agreed place of delivery.
- 3.5 The goods shall be packed and marked in a proper manner and in accordance with any statutory requirement and IMCD's instructions, including marking of each packaging with the order number, IMCD's code, description of the product, net, gross and tare weight, and prominent and adequate warnings. All packaging materials will be considered non-returnable and will be destroyed unless the order states that a charge is due of not returned. No charge will be due if the Supplier fails to notify IMCD of the non-arrival of the returned packaging within 10 days of IMCD giving notice of dispatch.
- 3.6 The goods or services shall be free from any defect, of sound quality, to the reasonable satisfaction of IMCD, and conform in all respects, including description and quantity, with any written specification of IMCD. The goods shall be fit for purpose for which the goods are to be used and for any particular purpose made known to the Supplier by IMCD. The goods or services shall conform in all respects with all relevant requirements of any legislation, orders, regulations, directives or codes of practice from time to time in force.
- 3.7 Upon delivery Supplier will make available to IMCD adequate information about the use of the goods and about any condition necessary for use without risk to health, safety or environment.

ARTICLE 4 - PRICES AND PAYMENT

- 4.1 The price of the goods or services shall be as stated in the order and no increase in price will be accepted by IMCD unless agreed by IMCD before the execution of the order.
- 4.2 Unless agreed otherwise, payment will be effected within sixty days from the end of the month in which the goods were delivered or the services rendered. Payment does not constitute acceptance and does not relieve Supplier from any of its obligations.
- 4.3 IMCD has the right to set off any sum due to the Supplier against any sum of money due from the Supplier or any sum which at any later time may become due from the Supplier, irrespective of the agreement or contract involved.
- 4.4 The Supplier may not transfer any claims against IMCD without the prior approval of IMCD in writing.

ARTICLE 5 - INSPECTION, REJECTION AND REPLACEMENT

- 5.1 IMCD or its authorised representative shall be afforded all reasonable facilities and assistance by the Supplier to make any inspection or perform any test IMCD may reasonably require. Such inspection shall not prejudice any rights or remedies in respect of the goods.
- 5.2 Within a reasonable time after delivery of the goods to IMCD, IMCD may reject any of the goods which fail to meet any of the requirements specified in advance by IMCD. In such case Supplier is required, at the option of IMCD and without prejudice to any other right or remedy, to either replace the rejected goods as soon as possible with conforming goods, or to pay a refund to IMCD.

ARTICLE 6 - PATENTS AND TRADEMARKS

Supplier undertakes to IMCD that no goods will either in the form supplied, or when processed or incorporated in other goods, infringe the rights of any third party whether in respect of any patent, trade mark, registered design, copyright or design right, confidentiality requirement or otherwise whatsoever, in any part of the world. Any license fees required are at the expense of the Supplier.

ARTICLE 7 - INDEMNITY AND INSURANCE

- 7.1 Supplier shall indemnify IMCD in respect of any suits, claims, demands, losses, costs, damage or injury (whether fatal or otherwise) which IMCD may suffer or incur directly or indirectly as a result of or in connection with any breach of the Supplier of the conditions set out in these General Terms and Conditions of Purchase or any other condition of the Agreement or any defect in the goods or any negligent or wrongful act or omission of the Supplier.
- 7.2 In addition, the Supplier will hold IMCD harmless from the costs of any product recall, or any damages caused by such product recall and any legal fees incurred in relation herewith. This extends to any expenses and/or the reimbursement of any settlement payments which have been incurred by IMCD after consultation with the Supplier in a settlement.
- 7.3 Any access to premises and any labour and equipment that may be provided by IMCD in connection with the delivery shall be provided without acceptance by IMCD of any liability whatsoever.
- 7.4 Supplier shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of liability under these



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ARTICLE 8 - COMPLIANCE

- 8.1 Supplier shall comply with all applicable laws including but not limited to laws and conventions relating to (a) competition law, (b) anti-bribery, and anti-corruption, and (c) laws relating to export control and customs regulations such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied customers, and (iii) the regime for the control of imports, exports, transfer, brokering and transit of dual-use items.
- 8.2 Supplier shall comply with its obligations under Article 8.1 in a manner consistent with the IMCD Code of Conduct. Supplier confirms to have read and agrees to the IMCD Code of Conduct which is available at the following website: www.imcdgroup.com.
- 8.3 Supplier will inform IMCD immediately if it becomes aware of anything that may indicate a violation or any suspicion of a violation of the IMCD Code of Conduct.
- 8.4 Supplier shall indemnify, defend and hold IMCD harmless from any and all claims, damages, expenses (including attorney fees), judgments, penalties, or other liabilities, due to Supplier's failure to comply with this Article 8.

ARTICLE 9 - CONFIDENTIALITY AND THIRD PARTIES

- 9.1 Supplier shall keep secret and not disclose and shall procure that its employees keep secret and not disclose, during the continuance of the order and after any termination, any information of a confidential nature obtained by the Supplier by reason of or in connection with any order of IMCD. All rights of IMCD in all designs, configurations, processes, specifications, plans, models and other information or know-how in whatever form contained shall remain solely in IMCD and Supplier shall return all originals and copies to IMCD forthwith on demand.
- 9.2 Supplier shall not subcontract or assign any benefit or burden to any third party without the written consent of IMCD.

ARTICLE 10 - TERMINATION

If Supplier does not, not timely, or not properly fulfill any obligation or in case Supplier is subject to a winding-up petition, winding-up, liquidation of the business, an official moratorium is applied for by or granted to Supplier, a petition is filed for bankruptcy, or the Supplier is declared bankrupt, IMCD shall have the right to give notice of termination or of suspension of its performance of the whole or part of the Agreement without any further notice of default or intervention of the court and without IMCD being liable in damages or for interest. If applicable, all claims which IMCD has on the Supplier shall be fully payable at once and the Supplier shall effect payment in advance or give security to IMCD.

ARTICLE 11 - APPLICABLE LAW AND COMPETENT COURT

- 11.1 Dutch law shall exclusively apply to all Agreements and to these General Terms and Conditions of Purchase, including this Article, and to any non-contractual obligation arising out of or in connection with the Agreement or these General Terms and Conditions of Purchase. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly ruled out.
- 11.2 All disputes arising in connection with this Agreement, or further agreements resulting therefrom, including disputes concerning the existence and validity of the Agreement, shall be resolved by arbitration in accordance with the rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). In that connection, the following applies:
 - a) the place of arbitration shall be Rotterdam.
 - b) the tribunal shall decide in accordance with the rules of law.
 - c) the number of arbitrators is three or any other number as agreed between parties.
 - d) the proceedings cannot be consolidated with other arbitration proceedings pursuant to Section 1046 of the Code of Civil Procedure (Wetboek van Burgerlijke Rechtsvordering), unless those proceedings are conducted exclusively between parties to this Agreement.
 - e) the Netherlands Arbitration Institute may not have the arbitral judgment published.
 IMCD may also bring any dispute as described in this Article before the district court in Rotterdam.

These Terms and Conditions are filed with the Chamber of Commerce.

