

General Terms and Conditions of Purchase of the private limited liability company LOFRA Chemicals B.V., located in Gennep, The Netherlands.

ARTICLE 1 :

GENERAL

1.1. These General Purchasing Conditions constitute a part of all agreements in which LOFRA Chemicals B.V. acts as a buyer for the goods which are to be delivered. Conditions other than those which are mentioned in the instructions or in the General Purchasing Conditions shall only constitute a part of the agreement concerned if and to the extent that both parties have agreed on this in writing.

ARTICLE 2 :

ACCEPTANCE

2.1. All of the orders & instructions from the buyer and changes thereto must be confirmed by the supplier ("seller") within 7 days after receipt by means of returning a signed copy of buyer's order & instructions.

ARTICLE 3 :

PRICES

3.1. The prices stated in the buyer's orders & instructions include all necessary costs for the performance of the orders & instructions and apply as fixed prices, unless otherwise agreed in the orders & instructions. Extra costs which have not been covered in advance by the buyer's written instructions or written acceptance shall not be payable.

ARTICLE 4 :

PAYMENT

4.1. Payment for the delivered goods shall be made on the basis of the invoice and within the term determined or - if the delivery is postponed in accordance with the last paragraph of article 8 - within the same term following the day that postponed delivery was made. Payment shall not entail any acceptance.

ARTICLE 5 :

TRANSFER OF RIGHTS AND OBLIGATIONS

5.1. The transfer of rights and obligations by a party to a third party shall require the prior written permission of the counter party. However, the buyer shall be entitled to instruct the seller to deliver the goods to another party and in connection therewith to transfer all of its rights and obligations to that other party.

ARTICLE 6 :

SUB-CONTRACTING OF THE WORK TO THIRD PARTIES

6.1. The seller shall require the prior written approval of the buyer for sub-contracting to third parties. The seller shall remain completely responsible and liable with regard to work which is (to be) carried out by third parties in connection with the buyer's instructions and shall indemnify the buyer from all liability.

LOFRA CHEMICALS BV

HEAD OFFICE
SPOORSTRAAT 155
6591 GT GENNEP
THE NETHERLANDS

PHONE
+31 (0)485 346 799
EMAIL
LSTEENBAKKER@LOFRACHEMICALS.COM

BANK BIC
ABNANL2A
BANK IBAN
NL82 ABNA 0487 4541 54

**YOUR PARTNER
IN CHEMICAL
SOLUTIONS**

CHAMBRE OF COMMERCE
63213826
VAT-NUMBER
NL855140161B01

ARTICLE 7 :

DELIVERY / INCOTERMS

7.1. In the event of cross-border purchasing agreements the delivery of the goods shall be made in accordance with the provision which has been declared applicable with regard to the purchase agreement (parity) of the Inco terms, published by the International Chamber of Commerce, which apply at the time of the conclusion of the purchase agreement.

7.2. Unless agreement to the contrary is made, delivery in the event of cross-border purchase agreements shall be made Cost, Insurance and Freight (CIF) Rotterdam.

ARTICLE 8 :

DELIVERY TIME

8.1. The delivery time shall commence on the day of written instructions given by the buyer, or, in the case of verbal agreement, on the day on which the verbal agreement is confirmed in writing. (Imminent) delays in delivery shall be reported in due time by the seller.

8.2. The buyer shall have the right to return partial deliveries which had not been agreed upon for the account and risk of the seller. If quantities which had not been agreed on are delivered and the deviation is larger than is customary in the branch concerned, the buyer shall be entitled to refuse the extra amount, and in the case of a shortage the entire delivery, or to return it for the account and risk of the seller.

8.3. If the buyer is not capable, on the grounds of special circumstances, of taking the goods into receipt at the agreed time, the seller shall postpone the delivery upon the buyer's request during a reasonable period which shall be determined by the buyer.

ARTICLE 9 :

TRANSPORT AND PACKAGING

9.1. The goods must be properly packed, secured in such a manner, and if the seller takes care of the transport, transported in such a manner that when transported they reach the place of delivery in good condition and can be unloaded there in a safe manner. The seller is liable for the fact that the national, international and/or super-national rules on packaging and transport are complied with by it, and also by carriers contracted by or on behalf of the seller.

9.2. The buyer is prepared to advise the seller according to its best insights, but without accepting liability, in respect of packaging, transport and also the rules and provisions concerned. The buyer shall be entitled not to take the goods into receipt if the aforementioned rules and provisions have not been complied with. Receipts of the products by the buyer cannot be considered as a renunciation of rights which the buyer may have as a result of non-performance by the seller of the above.

9.3. Upon buyer's request, the seller is obliged to take back the packaging material used by the seller for its own account and risk.

LOFRA CHEMICALS BV

HEAD OFFICE
SPOORSTRAAT 155
6591 GT GENNEP
THE NETHERLANDS

PHONE
+31 (0)485 346 799
EMAIL
LSTEENBAKKER@LOFRACHEMICALS.COM

BANK BIC
ABNANL2A
BANK IBAN
NL82 ABNA 0487 4541 54

**YOUR PARTNER
IN CHEMICAL
SOLUTIONS**

CHAMBRE OF COMMERCE
63213826
VAT-NUMBER
NL855140161B01

ARTICLE 10 :

TRANSFER OF TITLE AND RISK

10.1 In the event of cross-border purchase agreements the title to the goods shall pass over from the seller to the buyer in accordance with the provisions of Dutch law.

10.2 In the event of cross-border purchase agreements the risk for the goods shall pass over from the seller to the buyer in accordance with the provisions of the applicable Inco terms of article 7.

ARTICLE 11 :

GUARANTEE / INDEMNIFICATION

11.1 The seller shall guarantee that the goods are of good quality, entirely in accordance with the demands, specifications, conditions, samples of the buyer and/or with other details provided by the buyer and, if applicable, are suited for the purposes for which the goods are intended.

11.2 The seller shall also guarantee that in respect of the goods the statutory rules and governmental provisions of the country of origin have been complied with and that, to the extent that it is necessary for the health or safety of persons or properties, these are equipped with the necessary clear instructions, governmental rules and/or warnings.

11.3 The seller shall indemnify the buyer from claims which third parties may bring against the buyer as a result of damages which have arisen as a result of actions or failures to act of, or non- performance of obligations towards the buyer by the seller and/or by a third party involved by the latter in the performance of the purchase agreement, including liability on the grounds of product liability.

ARTICLE 12 :

ATTRIBUTABLE DEFAULT

12.1 If the seller does not comply with its obligations - including its guarantee obligations - the buyer shall be entitled, following a written demand to perform, to fully or partially dissolve the purchase agreement and claim compensation for suffered damages, as it chooses, without court intervention. The buyer shall also be entitled to claim fulfilment of the agreement plus a compensation for damages due to the delay – in as far fulfilment is not already permanently impossible -, or claim compensation for damages instead of fulfilment.

12.2 In the event of total dissolution any goods which may already have been delivered shall be returned by the buyer to the seller in return for repayment of amounts and costs of transport which have already been paid. In the event of partial dissolution the buyer shall pay a reasonable part of the agreed purchase price for the goods which have already been delivered and accepted. In case buyer chooses s for performance of the agreement the seller shall be obliged to promptly comply with this in full and to replace any goods which may have been refused at its own expense and risk.

12.3 If replacement is not carried out properly by the seller within a reasonable term which is to be set by the buyer, or if there is insufficient opportunity with a view to the continuity of the buyer's business for having a replacement carried out by the seller, and also in the case following a notice in default for the duration of the delay in the performance of the agreement or a part thereof, the buyer shall be entitled to implement the replacement or delivery or the performance, as the case may be, in another manner for the account and risk of the seller, without this having consequences for the guarantees stipulated from the seller.

LOFRA CHEMICALS BV

HEAD OFFICE
SPOORSTRAAT 155
6591 GT GENNEP
THE NETHERLANDS

PHONE
+31 (0)485 346 799
EMAIL
LSTEENBAKKER@LOFRACHEMICALS.COM

BANK BIC
ABNANL2A
BANK IBAN
NL82 ABNA 0487 4541 54

**YOUR PARTNER
IN CHEMICAL
SOLUTIONS**

CHAMBRE OF COMMERCE
63213826
VAT-NUMBER
NL855140161B01

ARTICLE 13 :

FORCE-MAJEURE

13.1 If one of either of the parties is unable to comply with its obligations under an agreement with the party concerned as a result of force-majeure, or another extraordinary circumstance, such as fire, strikes, stagnation in the supply of goods, in the event of unrelated defects and/or disruptions, with one of the parties or their suppliers, the party concerned shall have the right to perform the agreement in whole or in part at a further time. In the event of a force-majeure which is already apparently permanent, or if the force-majeure has lasted for longer than three months, the party concerned shall have the right to dissolve the agreement in whole or in part. 13.2 In the case

referred to in article 13.1. the party concerned shall not be entitled to any compensation of damages.

ARTICLE 14 :

APPLICABLE LAW / COMPETENT COURT

14.1 All disputes between the buyer and a supplier shall be exclusively submitted to the competent Court in The Netherlands, or, at the choice of the buyer, to the competent Court of the place of residence of the supplier.

14.2 All agreements shall be subject to the laws of The Netherlands. The applicability of the rules of the Vienna Purchasing Convention (CISG) is explicitly excluded.

Gennepep , 2024

LOFRA CHEMICALS BV | Spoorstraat 155 | 6591 GT, Gennepep, The Netherlands

LOFRA CHEMICALS BV

HEAD OFFICE
SPOORSTRAAT 155
6591 GT GENNEPEP
THE NETHERLANDS

PHONE
+31 (0)485 346 799
EMAIL
LSTEENBAKKER@LOFRACHEMICALS.COM

BANK BIC
ABNANL2A
BANK IBAN
NL82 ABNA 0487 4541 54

**YOUR PARTNER
IN CHEMICAL
SOLUTIONS**

CHAMBRE OF COMMERCE
63213826
VAT-NUMBER
NL855140161B01