

Article 1 – General

1.1 These terms and conditions are used by GVG Oliehandel BV (Chamber of Commerce number: 09110592) and by C-Inco Onderhouds- en Reinigingsprodukten B.V. (Chamber of Commerce number 16057403), with its actual registered office in Nijmegen, the Netherlands, at Vlotkampweg 77, hereinafter referred to as “Seller”. **1.2** These terms and conditions apply to all agreements and offers for the delivery or use of goods or provision of services by Seller. **1.3** The other party to the agreement or offer is hereinafter referred to as “Buyer”. **1.4** An agreement entered into on behalf of a representative of Seller shall be binding on Seller only if and insofar as Seller has confirmed this in writing. **1.5** In the event of nullity, annulment or deviation on one or more points of these terms and conditions, these terms and conditions shall otherwise continue to apply in full. **1.6** When the Buyer contracts with the Seller based on these terms and conditions, the Buyer agrees to the applicability of these terms and conditions to subsequent agreements between the Seller and the Buyer. **1.7** The word ‘written’ means both on paper and electronically. **1.8** Applicability of any terms and conditions used by Buyer is expressly excluded, unless their applicability has been agreed in writing between the parties. Deviation from these terms and conditions is only valid when agreed upon in writing.

Article 2 – Information and advice

2.1 Buyer shall provide Seller, in a timely manner and without being requested, all information and data required for Seller to implement the agreements. The consequences of errors or omissions are at Buyer’s risk. Buyer must investigate for itself whether the product purchased from Seller is suitable for the application. The information provided by Seller is intended only to assist Buyer in its own research and Seller rejects liability for incorrect advice. **2.2** Information in Seller’s brochures, advertisements and other (product) documentation, including but not limited to volume, weight and product specification, is indicative. **2.3** Information provided by Seller prior to a delivery shall be binding only if confirmed in writing with the order or delivery confirmation. **2.4** Before commencing with any cleaning work, Buyer must first apply the cleaning product to a small area and wait an appropriate amount of time to ensure that the product is suitable for the item to be cleaned and will not cause damage.

Article 3 – Agreement

3.1 All quotations and offers of Seller are without obligation. A contract shall only be concluded after written confirmation by Seller or after Seller has started to implement the agreement. **3.2** Deviations from, or amendments and/or supplements to, an agreement are valid only if confirmed in writing.

Article 4 – Prices and payment

4.1 Unless otherwise indicated, Seller’s prices are exclusive of VAT, duties, levies and taxes. **4.2** If a relevant increase in purchase price, costs, taxes or levies of more than 2% occurs after an offer or agreement, but before delivery, Seller can adjust its price proportionately. **4.3** Payment is due immediately after an order is placed. Seller shall be entitled to demand advance payment or security for payment during an agreed upon payment period, as well as in the event of a guaranteed latest delivery date, and to suspend its delivery until such time as it has obtained such security. **4.4** All products will be delivered subject to ownership by Seller until payment has been made. **4.5** Buyer shall not be entitled to suspend any of its own obligations. Any right of set-off by Buyer is excluded. **4.6** In the event of late payment by Buyer, Buyer shall owe contractual compound interest of 1% per month.

Article 5 – Delivery

5.1 The delivery time quoted by Seller is indicative, unless a guarantee has been given in writing for a latest delivery date and payment has been made in full. **5.2** Even with a guaranteed latest delivery date, the reservation of undisturbed, transport and timely delivery by suppliers applies. **5.3** Exceeding the delivery time or guaranteed latest delivery date does not immediately entitle Buyer to dissolve the agreement, but only after a written notice of default with a term of at least fifteen days. **5.4** Exceeding the delivery time does not entitle Buyer to compensation. **5.5** Goods not retrieved by Buyer after the expiry of the delivery period shall remain at Buyer’s disposal and shall be stored by Seller at Buyer’s expense and risk. Storage costs are costs of external storage lots, or internal costs of 1% of the selling price per day. **5.6** Delivery shall be made based on delivery condition Ex Works at Seller’s location according to the Incoterms in force on the date of delivery, unless Seller has confirmed in writing another delivery location desired by Buyer. **5.7** If Seller delivers the goods to a delivery location desired by Buyer, Seller shall organise such transportation at Buyer’s expense and risk. Even in the event of damage or total loss in connection with transportation, Buyer shall be required to pay the purchase price and Buyer can insure itself against the risk of transportation damage if necessary. The transport obligation applies only to the place that can be reasonably reached by the means of transport. Buyer must carry out further transport and unloading without delay at Buyer’s own expense and risk.

Article 6 – Intellectual property

6.1 By taking delivery of the goods, Buyer declares that it is familiar with the intellectual property rights – such as trademark rights – used by Seller and will respect those rights and indemnify Seller against any damage and (legal) costs due to infringement by Buyer. Buyer shall immediately notify Seller of any potential breach. **6.2** Buyer shall offer the goods exclusively under the rights of intellectual property established by Seller and require from its buyer, by way of a perpetual clause, that the goods may be resold exclusively under those rights of intellectual property.

Article 7 – Rental and loan

7.1 If Seller makes goods available for use by Buyer, such as on loan or for hire, Buyer must immediately check their condition upon receipt and report any defects in writing. If defects are not reported upon receipt, the goods will be assumed to have been in good condition. **7.2** The use by Buyer of goods made available by Seller shall be at the full risk of Buyer. Buyer must have the items made available to them insured and maintained by a competent expert. All damages and costs of insurance, use and maintenance shall be borne by Buyer. **7.3** After the end of the agreed upon period of use, or at the first request of Seller, Buyer shall immediately deliver the goods to Seller’s location, clean, properly maintained and empty, at its own risk and expense.

Article 8 – Complaints

8.1 Buyer is required to check the delivered goods immediately upon or after delivery. Any complaints by Buyer regarding the quantity of the goods delivered must be submitted to Seller in writing immediately upon receipt. **8.2** Buyer must report other complaints in writing as soon as possible under penalty of forfeiture of rights, in any case within eight days of receipt, but in any case within eight days of discovery of a defect or damage that may be related to the delivered product or service.

Article 9 – Liability of Seller

9.1 Buyer is fully responsible for the soundness and safety of its own goods. **9.2** Buyer itself is fully responsible for the proper use and suitable application of the products purchased from Seller. **9.3** Seller is not liable for damages that are directly or indirectly related to the use of alternative or biological fuels, irrespective of whether such fuels are added or pure biological fuels are supplied. Buyer must bring such claims directly against the trademark owner. **9.4** Seller’s liability for any shortcomings in the delivery of goods or services shall be limited to the fulfilment of the contract and the guarantee obligations issued in writing. **9.5** Any liability for indirect damage such as loss of turnover and other consequential damage is excluded. **9.6** Except in the case of intent or deliberate recklessness, Seller will never be liable towards Buyer for any damage and on any grounds whatsoever. Intentional or deliberate recklessness in the foregoing sentence shall only include intentional or deliberate recklessness on the part of Seller itself or its bodies and/or Seller’s managers. **9.7** Seller shall not be liable for the risk for which Buyer itself has taken out insurance. **9.8** In all cases in which Seller is required to pay compensation despite the foregoing, such compensation shall never exceed the amount of the invoice for the delivery causing the damage, or an amount of EUR 50,000. **9.9** Any claim against Seller shall lapse by the mere lapse of twelve months after such claim arose.

Article 10 – Force majeure

10.1 In the event of force majeure, Seller can present Buyer with an amendment to the agreement and, without an amendment to the agreement, Seller can terminate the agreement without any right to compensation arising from such termination. Force majeure shall mean the usual legal interpretation of force majeure and shall be supplemented by circumstances beyond Seller’s control, such as supplier delivery problems, price increases of more than 5% by suppliers, governmental adjustments in legislation on products or excise duties, taxes or levies, or special weather conditions, market conditions, theft and damage, strikes or transport complications.

Article 11 – Applicable law and choice of forum

11.1 All legal relationships between Buyer and Seller shall be governed by Dutch law. The applicability of the Vienna Sales Convention is excluded. **11.2** All disputes between Buyer and Seller shall be submitted to the competent court in the district of Gelderland in accordance with the regulations of the case, without prejudice to Seller’s right to submit the dispute to the competent court which follows from the normal rules of competence.