

General Terms Logic Chemie B.V.

ARTICLE 1 Applicability

- 1.1 These conditions apply to all offers from and all orders to Logic Chemie for the sale and delivery of products by Logic Chemie, and to all agreements with Logic Chemie with respect thereto.
- 1.2 The applicability of conditions of the other party or customer of Logic Chemie (hereinafter: buyer) is hereby expressly excluded.
- 1.3 Provisions that deviate from these conditions can be invoked by the buyer only if and to the extent that these provisions are accepted by Logic Chemie in writing. Verbal agreements with and usual practices from the buyer are therefore binding on Logic Chemie only after and to the extent that they have been agreed by Logic Chemie in writing.

ARTICLE 2 Definitions

- products: chemicals, cleaning agents, detergents, disinfectants and alike.
- buyer: the other party or customer from Logic Chemie.
- force majeure: each circumstance outside the control of Logic Chemie, foreseen or unforeseen at the time of conclusion of the agreement, which wholly or partly impedes or seriously hinders the implementation of the agreement by Logic Chemie, and also, in so far not yet included, production of insufficient quality, production difficulties in the enterprise of Logic Chemie or its suppliers, transport problems, viral outbreak, labour strikes, government measures, fire, water, frost or storm damage, disturbance in the supply of basic materials, water and energy, and lack of or late delivery by suppliers for whatever reasons.
- usual trading quality: a product quality which is deemed to be at least average within the (Dutch) supply side sector of cleaning agents.

ARTICLE 3 Offers, orders and agreements

- 3.1 All offers by Logic Chemie in webshops, on websites, in product catalogues, ordering lists or specific quotes, including all other online offers, are non-binding. For that reason, Logic Chemie can refuse any order with respect to any offer within 7 days from the order date without need for explanation.
- 3.2 Orders by the buyer are irrevocable.
- 3.3 Verbal orders, also through intermediaries, result in an agreement as confirmed in writing by Logic Chemie, or in the absence of such confirmation, in an agreement in conformity with the actual implementation by Logic Chemie.

- 3.4 Agreements oblige Logic Chemie to the sale and delivery of usual trading quality barring force majeure. If at any time before, during or after the agreement Logic Chemie has rendered advices, of whatever nature, these advices only form part of the agreement with Logic Chemie, or form a separate agreement with Logic Chemie, and only have significance and legal effect within the relationship between parties, if these advices were given in writing and buyer has agreed to owe to Logic Chemie for these advices a separate compensation.
- 3.5 Logic Chemie is under no obligation of any guarantee or warranty for achieving the purpose or result which the buyer seeks to realise with the products as purchased, also not if any advices given by Logic Chemie related to the use of such products with a view to such purpose or result.

ARTICLE 4 Reselling is not allowed

- 4.1 The buyer buys the products only for his own use. Reselling of the products is not allowed, unless in consultation with Logic Chemie.
- 4.2 The buyer is not allowed to give the impression that the buyer is producer or distributor of the products, e.g. by using the trade names of Logic Chemie or by using the products.

ARTICLE 5 Prices, amounts and weights

- 5.1 Unless mentioned differently, all prices quoted are exclusive of taxes and/or duties/levies which will be applied by any government with respect to the products (to be) sold either before or at the time of delivery or export, and they are exclusive of cost of transport or sending paid for by Logic Chemie.
- 5.2 If after the conclusion of the agreement but before delivery, one of the factors determining the cost price of the products increases (including an increase in the relevant currency exchange rate), Logic Chemie is entitled to increase the agreed price in conformity therewith. If the agreed price increases by more than 15%, the buyer can rescind the agreement by a written notice to Logic Chemie within 7 days after Logic Chemie notified the buyer of the increase.
- 5.3 If in an order the desired amount deviates from the Logic Chemie standard amounts or multiples thereof, Logic Chemie is entitled to deliver the next higher standard amount.

ARTICLE 6 Delivery period and delivery

- 6.1 Delivery periods stated by or agreed with Logic Chemie are approximate delivery periods only. Delivery will take place within a reasonable period if no specific period has been stated or agreed.

- 6.2 The delivery period is based upon the circumstances applicable at the time of the conclusion of the agreement and upon the assumption of timely delivery by third parties of all materials/products necessary for the implementation by Logic Chemie of the agreement. If a delay occurs as a result of new circumstances after the conclusion of the agreement or as a result of late delivery by third parties, the delivery period is extended as is reasonable taking into account all circumstances.
- 6.3 The buyer (non-consumer) located in a different EU Member State than the Netherlands will inform Logic Chemie in writing of its VAT identification number. Furthermore, the buyer shall provide all necessary information and documents that Logic Chemie requires as proof that the products have been delivered in a different EU Member State than the Netherlands. The buyer will indemnify Logic Chemie for all claims resulting from and all negative consequences of the buyer not or not entirely complying with the provisions in this article. Logic Chemie reserves the right to increase the price payable by the buyer with the VAT rate that would apply to the delivery in question in the event of delivery within the Netherlands.

ARTICLE 7 Reservation of title

- 7.1 All products delivered by Logic Chemie remain the property of Logic Chemie until the time of full payment of all claims of Logic Chemie on the buyer with respect to the underlying agreement or any comparable agreements, including claims for damages, costs and interest. The buyer has no right of retention with respect to any such products for whatever reason. Once the buyer is in breach with his payment obligations, Logic Chemie is entitled to remove all that has remained its property from the buyer's premises and buildings. The buyer will facilitate this removal as much as possible.
- 7.2 The buyer is obliged to store the products that have been delivered subject to retention of title with the necessary care and in such a manner that the products can be identified as property of Logic Chemie.

ARTICLE 8 Complaints

- 8.1 Logic Chemie sells at least usual trading quality. The buyer is obliged to immediately inspect the products after delivery.
- 8.2 Complaints with respect to the number, the weight or the appearance of products or immediately visible damages must be done to Logic Chemie in writing within 12 hours from delivery.
- 8.3 Complaints with respect to the capacity of chemicals, the contents of the product or its quality must be done to Logic Chemie in writing immediately after discovery in

order to enable Logic Chemie for a correct examination thereof, and cannot successfully be made any more after 60 days after delivery.

- 8.4 The buyer shall hold all products that he has complained about at Logic Chemie's disposal for his own account.
- 8.5 All buyer's claims in connection with complaints with respect to the products delivered are legally barred from pursuing if the buyer has not observed the above mentioned obligations and the time periods which are part thereof.
- 8.6 All buyer's claims are equally barred and without legal effect if the buyer has traded the products delivered or if they are changed, processed or damaged or if the buyer is in breach with the fulfilment of any obligations that he has towards Logic Chemie under any agreement.
- 8.7 If a claim is correct and (to be) recognized, Logic Chemie will deliver satisfactorily as yet, without any right existing for the buyer to claim substitute or additional damages. If replacement or additional delivery is reasonably impossible for Logic Chemie, or senseless for the buyer according to objective criteria having regard to the passing of time, Logic Chemie shall instead credit the buyer for the price paid to the extent that this price relates to the unsatisfactory part of the products delivered.

ARTICLE 9 Liability

- 9.1 Logic Chemie's liability in connection with possible inadequacies in products as delivered is limited to the additional or replacement delivery or to the credit relief mentioned in Article 8.
- 9.2 The buyer must at all times comply with the safety instructions on the products. Logic Chemie is never obliged to pay damages if these instructions were not strictly followed. All products are to be kept out of reach of children, in a high or locked place, are not to be mixed with other cleaning agents or chemicals and should never be ingested or inhaled.
- 9.3 Logic Chemie is never obliged to pay substitute or additional damages except and in so far as the damage suffered was inflicted intentionally or by the gross negligence of Logic Chemie or its own employees. Logic Chemie's liability for loss of profits or reputation damages, however, is always excluded, except in the case of intention or conscious recklessness by the management of Logic Chemie.
- 9.4 In all cases in which Logic Chemie is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the products delivered or of the advices rendered in connection with which the damages were incurred, or, if the damages are covered by an insurance policy of Logic Chemie, the amount that is actually paid out by the insurer with respect thereto.

- 9.5 Any claim toward Logic Chemie, except those recognized by Logic Chemie, lapses after a period of 12 months from the time the claim arose.
- 9.6 Logic Chemie's employees and representatives, or independent contractors brought in by Logic Chemie for the implementation of the agreement, can, toward the buyer, invoke all means of defence afforded by the agreement as if they themselves were party to that agreement.
- 9.7 The buyer will hold harmless and indemnify Logic Chemie, its employees, its independent contractors and its representatives for each claim by third parties in connection with the products delivered, the advices rendered and/or any other part of the agreement implemented by Logic Chemie.

ARTICLE 10 Payment

- 10.1 Payment of all invoices by Logic Chemie should follow within the period stipulated. The buyer is in breach of payment without any further action required by Logic Chemie as soon as the payment is late. From the moment of late payment the buyer owes statutory interest over the amount unpaid.
- 10.2 The costs of collection incurred by Logic Chemie as a result of the buyer's breach of payment are for the account of the buyer if the buyer is not a consumer (private individual). These costs are 10% of the amount unpaid with a minimum of € 250,00.

ARTICLE 11 Rescission and suspension

- 11.1 If the buyer does not fulfil one or more of his obligations, or does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of his business, or if his assets are attached in whole or in part, Logic Chemie is entitled to suspend the implementation of the agreement or to rescind the agreement in whole or in part, at its option, by a written statement without the need for a prior notification of default, and with full reservation of any claim to which it is entitled for cost, damages and interest.
- 11.2 The buyer (non-consumer) is not entitled to cancel any order as soon as Logic Chemie has received it, regardless of any performance under the order. If the buyer cancels any order anyway, for whatever reason, he is still obliged to pay the price that the order relates to.

ARTICLE 12 Disputes and applicable law

- 12.1 All disputes between Logic Chemie and the buyer (non-consumer) shall be heard exclusively by the competent court in the Court District of Rotterdam, the Netherlands.

- 12.2 In addition, Logic Chemie is at all times entitled to summon the buyer (non-consumer) to appear before the court which is competent by law or by virtue of the applicable international convention.
- 12.3 All agreements with Logic Chemie are subject to Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG), is expressly excluded.