



GENERAL TERMS AND CONDITIONS OF SALE OF COVESTRO (NETHERLANDS) B.V.

Seller (as defined below) hereby expressly rejects the applicability of any general conditions of the Buyer (as defined below). These General Terms and Conditions of Sale contain conditions limiting or excluding liability.

1. GENERAL

1.1 These General Terms and Conditions of Sale ("Conditions") govern the offering, sale and delivery of all products and/or services (the products and services herein both separately and jointly referred to as: the "Goods") from or on behalf of Covestro (Netherlands) B.V. ("Seller") to customer ("Buyer") and apply to all similar dealings between Seller and Buyer without Seller having to refer to these Conditions again in each individual case, unless a detailed sales agreement is in place between Seller and Buyer covering the sale of the Goods.

1.2 These Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Goods and shall apply exclusively and in preference to and supersede any and all terms and conditions of any order placed by Buyer and any other terms and conditions submitted by Buyer. Failure of Seller to object to terms and conditions set by Buyer shall in no event be construed as an acceptance of any terms and conditions of Buyer. Neither Seller's commencement of performance nor Seller's delivery shall be deemed or constituted as acceptance of any of Buyer's terms and conditions. If these Conditions differ from any terms and conditions of Buyer, these Conditions and any subsequent communication or conduct by or on behalf of Seller, including, without limitation, confirmation of an order and delivery of Goods, constitutes a counter-offer and not acceptance of such terms and conditions submitted by Buyer. Any communication or conduct of Buyer which confirms an agreement for the delivery of Goods by Seller, as well as acceptance by Buyer of any delivery of Goods from Seller shall constitute an unqualified acceptance by Buyer of these Conditions.

1.3 These Conditions may only be varied or waived by a duly executed written agreement between Seller and Buyer.

1.4 By contracting on the basis of these Conditions, Buyer agrees to the applicability thereof in respect of future dealings as described in paragraph 1.1, even if this is not expressly stated. Seller shall be entitled to update and/or amend the Conditions regularly and by and as of the moment of notifying Buyer of such update or amendment or by sending Buyer the updated or amended Conditions, these revised Conditions shall apply to all dealings between Seller and Buyer.

1.5 Seller and Buyer agree that valid, enforceable and binding obligations may result from electronic means of communication. Any electronic communication between Seller and Buyer shall be considered to be a "writing" and/or "in writing".

2. QUOTATIONS, ORDERS AND CONFIRMATION

2.1 Quotations, made by Seller in whatever form, are not binding upon Seller and merely constitute an invitation to Buyer to place an order. All quotations issued by Seller are revocable and subject to change without notice. Orders are not binding until accepted by Seller in writing ("Seller's Confirmation"). Seller is always entitled to refuse an order without indication of its reasons.

2.2 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.

2.3 Oral statements and agreements made by Seller's employees, officers, representatives and/or agents are not binding upon Seller unless and only to the extent that such oral statements are confirmed or made in writing by duly authorized representative(s) of Seller.

2.4 Except as provided for in paragraph 7.3, any samples supplied to Buyer are supplied solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability or fitness for any purpose and Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods.

2.5 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

3. PRICES

3.1 Prices and currencies of Seller's Goods are as set out in Seller's Confirmation. Unless agreed otherwise, Seller's prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of the Goods to Buyer shall be for Buyer's account and shall be added to each invoice or separately invoiced by Seller to Buyer. If Seller grants a discount, this discount only relates to the delivery specifically mentioned in the Confirmation.

3.2 Seller is entitled to increase the price of the Goods still to be delivered, if the cost price determining factors, have been subject to an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by Seller from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. Seller shall notify Buyer of such increase.

4. PAYMENT AND BUYER'S CREDIT

4.1 Unless expressly stated otherwise in Seller's Confirmation, payment shall be made on the basis of cash, to be received by Seller within thirty (30) days following the date of Seller's invoice for the Goods by means of transfer into the bank account mentioned on the invoice. All payments shall be made without any deduction on account of any Taxes and free of set-off or counterclaim.

4.2 With regard to payment of the price for Goods, time is of the essence. Seller may, without prejudice to any other rights of Seller, charge interest on any overdue payment at the higher rate of either twelve percent (12%) per annum or one and a half times the prevailing rate under applicable law per annum, but not to exceed the maximum interest rate permitted under applicable law, from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by Seller with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Buyer's account.

4.3 Every payment by Buyer shall in the first place serve to pay the judicial and extra-judicial costs and the interest owed by it and afterwards shall be deducted from the eldest outstanding claim regardless of contrary advice from Buyer.

4.4 Any complaint with respect to the invoice must be notified to Seller within eight (8) days of the date of invoice. Thereafter Buyer shall be deemed to have approved the invoice.

5. DELIVERY AND ACCEPTANCE

5.1 Unless expressly stated otherwise in Seller's Confirmation, all deliveries of goods shall be Ex Works Seller's production facility, as the term Ex Works shall have the meaning assigned to same in the latest version of INCOTERMS published by the International Chamber of Commerce at Paris, France, at the time of Seller's Confirmation.

5.2 Unless expressly stated otherwise in Seller's Confirmation, any times or dates for delivery by Seller are estimates and shall not be of the essence. Seller is entitled to deliver the Goods as stated in Seller's Confirmation in parts and to invoice separately. In no event shall Seller be liable for any kind of indirect or consequential damages caused by any delay in delivery. Delay in delivery of any Goods shall not relieve Buyer of its obligation to accept delivery thereof. Deviations in quantity of Goods delivered from that stated in Seller's Confirmation shall not give Buyer the right not to accept the Goods. Buyer shall be obliged to pay the rate specified in Seller's Confirmation for the quantity of Goods delivered.

6. CANCELLATION

6.1 Buyer's wrongful non-acceptance or rejection of Goods or cancellation or repudiation of Seller's Confirmation shall entitle Seller to recover, in addition to any other damages caused by such action:

- in the case of Goods which reasonably cannot be resold by Seller to a third party, the price of such Goods; or
- in the case of Goods which can be resold by Seller or where an action for the price is not otherwise permitted by law, damages equal to fifty percent (50%) of the price for the Goods as liquidated damages.

7. EXAMINATION AND CONFORMITY TO SPECIFICATIONS

7.1 On delivery and during the handling, use, processing, transportation, storage and sale of the Goods (the "Use"), Buyer shall examine the Goods and satisfy itself that the Goods delivered meet all contractual requirements. Transport damage must be noted on the shipment documents.

7.2 Complaints about the Goods must be made in writing, exactly defining the alleged defect and accompanied by corroborative evidence (e.g. pictures, shipment documents, supporting documentation) and must reach Seller not later than seven (7) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and seven (7) days from the date on which any other claim was or ought to have been apparent, but in no event later than six (6) months from the date of delivery of the Goods. Use or processing of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in respect of the Goods.

7.3 A determination of whether or not delivered Goods conform to the agreed specifications for the Goods as stated in Seller's Confirmation or, in the absence of agreed specifications, to the most recent specifications held by Seller at the time of delivery of the Goods (the "Specifications"), shall be done solely by analysing the samples or records returned by Seller and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Seller. Goods that Seller consents or directs in writing to be returned shall be returned to Seller at the risk of Buyer, to the destination directed by Seller. Product descriptions, documents and data (such as weight, dimensions, viscosity, tolerances or other technical or safety data) shall not be guaranteed compositions of the Goods, unless explicitly included in the Specifications.

7.4 Defects in parts of the Goods stated in Seller's Confirmation do not entitle Buyer to reject the entire delivery of the Goods. Complaints, if any, do not affect Buyer's obligation to pay as defined in paragraph 4. Upon receipt of a notice of defect, Seller is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured.

8. TRANSFER OF RISK AND PROPERTY

8.1 The risk of the Goods shall pass to Buyer on delivery.

8.2 Goods for which delivery is suspended pending payment by Buyer, as well as Goods of which delivery is wrongfully rejected or not accepted by Buyer, shall be held and stored by Seller at the risk and expense of Buyer.

8.3 The ownership of the Goods shall not pass to Buyer and full legal and beneficial ownership of the Goods shall remain with Seller unless and until Seller has received payment in full for the Goods, including all secondary costs such as interest, charges, expenses etcetera.

8.4 In the event of termination on the basis of paragraph 15 of these Conditions, Seller shall, without prejudice to any other rights of Seller, be entitled to demand the immediate return of the Goods for which it may invoke a retention of title.

8.5 As long as title to the Goods remains with Seller pursuant to this paragraph 8, Buyer is entitled to use the Goods solely to the extent required in its ordinary course of business, and, to the extent possible, shall:

- keep the Goods separate and clearly marked as Seller's property;
- notify Seller immediately of any claims by third parties which may affect the Goods; and
- adequately insure the Goods.

9. LIMITED WARRANTY

9.1 Seller solely warrants that on the date of delivery the Goods shall conform to the Specifications. If and to the extent Goods fail to meet such warranty, as shall be determined in accordance with the provisions of paragraph 7 of these Conditions, Seller may at its own option within a reasonable time either repair or replace the Goods at no charge to Buyer, or issue a credit for any such Goods in the amount of the original invoice price. Accordingly, Seller's obligation shall be limited solely to repair or replacement of the Goods or issuance a credit for the Goods.

9.2 However, Seller's obligation to repair, replace, or credit shall be contingent upon receipt by Seller of timely notice of any alleged non-conformance of Goods and, if applicable, the return of the Goods, in accordance with paragraph 7 of these Conditions. The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Goods.

10. LIMITATION OF LIABILITY

10.1 Under no circumstances shall Seller be liable to Buyer or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, omission, delay or otherwise. Notwithstanding anything herein contained to the contrary, the liability of Seller for any and all claims for direct damages arising out of or in connection with the Goods and the Use thereof shall under no circumstances exceed the sum of Buyer's payments for the Goods that are the subject of the claim.

11. FORCE MAJEURE

11.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, laws, statutes, ordinances, regulations, legislative measures, export control related matters, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, pandemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, inability to secure materials, supplies, fuel or power for the manufacture of the Goods on terms and conditions that are acceptable to Seller, or delay or defects in goods supplied by suppliers or subcontractors ("Force Majeure").

11.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under Seller's Confirmation. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than two (2) months after the agreed delivery date, either party is entitled to cancel the affected part of Seller's Confirmation without any liability to the other party.

12. MODIFICATIONS AND INFORMATION, INDEMNITY

12.1 Unless the Specifications have been agreed to be firm for a certain period or quantity of Goods, Seller reserves the right to change or modify the Specifications, construction and/or manufacture of Goods and to substitute materials used in the production and/or manufacture of Goods from time to time. Buyer acknowledges that data in Seller's catalogues, specification sheets and other descriptive publications distributed or published on its website by Seller, may accordingly be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of Seller in relation to the Specifications, the Goods and the Use thereof shall be furnished for the accommodation of Buyer only.

12.2 Buyer must utilise and solely rely on its own expertise, know-how and judgement in relation to the Goods and Buyer's Use thereof and in Buyer's application of any information obtained from the part of Seller for the purposes intended by Buyer. Consultation provided by Seller shall not give rise to any additional obligations. Details and information provided with regard to the suitability and Use of the Goods shall not be binding and Seller does not assume any liability based on such consultations. Buyer shall indemnify and hold Seller harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Goods, Buyer's Use thereof and/or Buyer's use or application of any information disclosed or provided by or on behalf of Seller.

13. COMPLIANCE WITH LAWS AND STANDARDS

13.1 Seller makes no promise or representation that the Goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in Seller's Confirmation or in the Specifications. Buyer acknowledges that the Use of the Goods may be subject to requirements or limitations under Laws and Standards. Buyer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended Use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

14. NON-ASSIGNMENT

14.1 Neither party may assign any of the rights or obligations under Seller's Confirmation without the prior written consent of the other party, provided however, that Seller may assign such rights and obligations, wholly or partly, to any of its parent companies, subsidiaries or affiliates or to a third party acquiring all or a substantial part of Seller's assets or business relating to the Goods.

15. SUSPENSION AND TERMINATION

15.1 If (a) Buyer is in default of performance of its obligations towards Seller, or (b) if Seller has reasonable doubts with respect to Buyer's performance of its obligations to Seller and Buyer fails to provide to Seller adequate assurance (such as by means of ongoing credit approval) of Buyer's performance before the date of scheduled delivery and in any case within thirty (30) days of Seller's demand for such assurance; or if Buyer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Buyer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Buyer or if Buyer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of Seller, Seller may by notice in writing forthwith:

- demand return and take repossession of any delivered Goods which have not been paid for, for which purpose Buyer hereby grants an irrevocable right and licence to Seller to enter upon all or any of the premises where the Goods are or may be located and all costs relating to the recovery of the Goods shall be for the account of Buyer; and/or
- suspend its performance or terminate Seller's Confirmation for outstanding delivery of Goods unless Buyer makes such payment for the Goods as a cash in advance basis or provides adequate assurance of such payment for Goods to Seller; without any intervention of courts being required and without liability for Seller of whatsoever kind arising out of or in connection with such suspension or termination.

15.2 In any such event of (i) and/or (ii), all outstanding claims of Seller shall become due and payable instantly in proportion to the quantity of Goods delivered to Buyer and not re-possessed by Seller.

16. WAIVER

16.1 Failure by Seller to enforce at any time any provision of these Conditions shall not be construed as a waiver of Seller's right to act or to enforce any such term or condition and Seller's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Seller of any breach of Buyer's obligations shall constitute a waiver of any other prior or subsequent breach.

17. SEVERABILITY AND CONVERSION

17.1 In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. Provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

18. LIMITATION OF ACTION

18.1 No action by Buyer shall be brought against Seller unless Buyer first provides written notice to Seller of any claim alleged to exist within thirty (30) days after the event complained of first becomes known to Buyer, but in no event later than twelve (12) months after delivery of the Goods to Buyer.

19. GOVERNING LAW AND JURISDICTION

19.1 The parties' rights and obligations arising out of or in connection with Seller's Confirmation and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of The Netherlands, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

19.2 The parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts of The Netherlands without prejudice to Seller's right to submit the relevant case to the court which would have jurisdiction if this provision has not been incorporated in the Conditions, and the parties do hereby consent to the jurisdiction of those courts and waive any objection which they may have, now or hereafter, to venue of those suits, actions or proceedings.

20. SURVIVAL OF RIGHTS

20.1 The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the provisions of these Conditions which are intended to continue to have effect after such termination.

21. HEADINGS

21.1 The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation.

22. INTELLECTUAL PROPERTY

22.1 Seller has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/delivery of the Goods and cannot be held liable for any loss or damages in that respect.

22.2 The sale of Goods shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Goods, and Buyer expressly assumes all risks of any intellectual property infringement by reason of its importation, Use of the Goods, whether singly or in combination with other materials or in any processing operation.

THESE CONDITIONS HAVE BEEN FILED AT THE OFFICE OF THE TRADE REGISTER OF THE CHAMBER OF COMMERCE, THE NETHERLANDS, FILE NUMBER 62059459.