

GENERAL CONDITIONS OF SALE AND DELIVERY OF CORDIAL

Article 1 Applicable conditions

- 1.1 These conditions are applicable to all quotations, all contracts and all legal relationships of
- 1.2 Cordial Adhesives B.V. and all legal entities and companies affiliated to them, both now and in the future (hereinafter to be referred to as: "Cordial"), pertaining to the manufacture and delivery of goods to a third party (hereinafter to be referred to as: "the principal").
- 1.3 The conditions of the principal are not applicable unless explicitly acknowledged in writing by Cordial.
- 1.4 Cordial shall only be bound to deviations from these conditions to the extent that they have been explicitly agreed in writing.

Article 2 Quotations and contracts

- 2.1 All of Cordial's quotations shall be without prejudice and are subject to contract; this shall also apply in the event that said offer includes a period for acceptance, unless explicitly provided for to the contrary in writing. All Cordial's quotations shall further be based on implementation under normal conditions, during normal working hours and on the details, documents and so on provided by the principal.
- 2.2 An agreement, including any changes and/or additions thereto, shall not be binding until agreed upon in writing, except in the event that Cordial has started the execution of the contract beforehand.
- 2.3 An agreement is concluded in writing at the moment when the contract is signed by a representative of Cordial with adequate power of attorney for the relevant agreement and by the principal, or on the date of dispatch (by post and/or by email by Cordial of the written order confirmation signed by its board of management, or of Cordial's invoice. Promises made by and arrangements with subordinates of Cordial shall not bind Cordial, unless these have been confirmed by the board of management of Cordial in writing.
- 2.4 The contract represents the contents of the agreement completely and correctly. The order confirmation by Cordial or Cordial's invoice shall be considered to represent the contents of the agreement correctly, unless the principal protests against its contents forthwith in writing and motivated.
- 2.5 Unilateral cancellation from the side of the principal shall be null and void, unless Cordial agrees to such cancellation in writing.

Article 3 Weight and quantity

- 3.1 The weight as determined by Cordial on its weighbridge and mentioned in the shipping documents shall be deemed to be correct and complete unless the principal notifies Cordial in writing of objections to them, giving reasons, within eight (8) working days of the date on which Cordial forwarded these measurement and weight documents.
- 3.2 In a case such as that provided for in paragraph 1 of this article, the principal shall at all times be entitled to be represented during the measurement or weighing of the goods so that he can verify the results or also have the goods measured or weighed.

Article 4 Prices

- 4.1 The prices indicated by Cordial do not include taxes (including VAT), levies and costs of documentary credit, opening of letters of credit and so on and are based on the agreed upon delivery terms.
- 4.2 In the event no Value Added Tax ("B.T.W.") or other taxes or levies are due because the goods are destined for delivery within the European market, those taxes shall nevertheless be charged, but shall be credited if the principal proves that a delivery as referred to in this paragraph has indeed taken place.
- 4.3 Cordial will be entitled to increase the stated and/or agreed prices in the event of an increase in the prices of (auxiliary) materials, parts and raw materials, salaries, social security costs, (semi) governmental duties, carriage charges, insurance premiums or other cost price constituents (including price rises caused by changes in foreign exchange rates), even if this takes place as a result of foreseeable circumstances, Cordial shall be entitled to increase its prices accordingly, also if fixed prices were agreed.

Article 5 Delivery time and delivery

- 5.1 Unless explicitly agreed upon otherwise, the delivery shall be made "Ex Works" (EXW) from the premises of Cordial on the agreed delivery date. The interpretation of the terms and conditions of delivery shall be determined by the most recent edition at the time of conclusion of the agreement of the Incoterms, as issued by the International Chamber of Commerce.
- 5.2 In the event of the principal failing to accept the goods within three days after the agreed delivery date, Cordial will be entitled to send its invoice to the principal. In the event of the principal failing to accept the goods within five days after the agreed delivery date, Cordial moreover will be entitled to charge the principal with the costs of storing the goods at the price customary in the sector and that of supplementary insurance if additionally taken out.
- 5.3 The delivery period shall commence at the latest on:
- the date of conclusion of the agreement;
 - the date at which Cordial has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc, needed for the delivery of the goods;
 - the date of receipt of a prepayment by Cordial and/or the date of provision of a security Cordial is entitled to in accordance with the agreement.
- 5.4 The delivery period shall be based on the circumstances applicable at the time of conclusion of the agreement and on the timely delivery of the materials and goods ordered by Cordial for the execution of the agreement. In the event that any delay arises as a result of changes in these circumstances or because the materials and/or goods timely ordered for the execution of the agreement have not been delivered in time, the delivery period shall be extended to such a degree as is reasonable, taking all circumstances into consideration.
- 5.5 The delivery date of the goods shall be the moment in time when the goods, with the exception of unimportant parts, are ready for shipment, and Cordial has informed the principal thereof, or the time when the goods have left the premises of Cordial to be forwarded to the principal.
- 5.6 Cordial shall be entitled at all times to make partial deliveries, unless explicitly agreed upon otherwise.
- 5.7 The delivery date shall not be considered to be a firm date, unless explicitly agreed upon otherwise. In the event of attributable exceeding of the delivery date, a notice of default shall always be required. The principal cannot derive any rights from attributable exceeding of the delivery date insofar as a term of three (3) months is not exceeded.
- 5.8 In the event that Cordial is in default with regard to the delivery date, the principal shall only have the right to dissolve the agreement. In that case prepaid amounts shall be refunded, without any compensation for interest, however.

Article 6 Transportation

- 6.1 In all cases and irrespective of the agreed terms and conditions of delivery, Cordial shall be entitled to have the goods transported, unloading inclusive, at the expense and risk of the principal, in a manner to be determined by Cordial and using means of transportation at Cordial's option.
- 6.2 Cordial shall not be responsible for (the use by the principal of) any documents (provided by Cordial) for the transportation of the goods to the place of destination.
- 6.3 At the first request of Cordial, the principal shall provide all necessary securities for the documents needed to transport the goods to the place of destination.
- 6.4 In the event that circumstances beyond the control of Cordial prevent the goods from being transported to or onto respectively delivered at the agreed place, or in the event that the principal fails to take delivery of the goods, Cordial shall have the right - at its option - either to take the products back or to store the goods (or have them stored) at the expense and risk of the principal. Any costs of return shipment and storage shall be payable by the principal, while the principal shall furthermore be obliged to fulfil his obligations to Cordial as if delivery had taken place. The costs referred to in the foregoing shall be determined in advance by Cordial and the principal jointly at 15 per cent at least of the agreed price, without prejudice to the right of Cordial to compensation of the actual costs should these be higher.

Article 7 Packaging

- 7.1 Packaging for single use shall not be taken back by Cordial.

Article 8 Transfer of risk and retention of title

- 8.1 The principal shall bear the risk of any and all direct and indirect damage that may be caused to the goods, immediately after the goods are considered as delivered.
- 8.2 Cordial shall retain ownership of all delivered goods until any debts payable by the principal with regard to goods delivered or to be delivered by Cordial to the principal under any agreement, as well as with regard to any failure in the performance of such agreements by the principal, shall be fully satisfied.
- 8.3 The principal is obliged to store the goods delivered under retention of title with the necessary care, and to store them as identifiable property of Cordial. The principal shall furthermore be obliged to insure the goods against damage or loss, by whatever reason, during the period of retention of title.
- 8.4 Cordial shall be entitled to repossess any goods delivered under retention of title that are still present at the principal's forthwith and without prior notice of default, in the event that the principal fails in the performance of his obligations. The principal irrevocably authorises Cordial to exercise this right to repossess insofar as is necessary.
- 8.5 In the event that and insofar as Cordial has exercised its right to repossess as referred in the preceding paragraph, the agreement shall be dissolved wholly or for a proportionate part without any judicial intervention, without prejudice to the right of Cordial to compensation of damage and costs. The principal shall then be credited with the market value (which on no account can be higher than the original purchase price), reduced by the damage suffered and costs incurred by Cordial.
- 8.6 The principal, exercising his profession or business, shall be entitled, within the framework of his business operations, to process or sell and deliver the goods delivered to him under retention of title to third parties. In the event of such sales, the debt payable by the principal to Cordial regarding the goods resold by the principal shall become forthwith and fully due and payable, insofar as said claim was not already due and payable.
- 8.7 The principal shall always be obliged to inform third parties of Cordial's retention of title. Furthermore, the principal shall be obliged to inform Cordial of the whereabouts of the goods and of the person or company said goods have possibly been sold to, if so required by Cordial.

Article 9 Payment

- 9.1 Payment shall be remitted within the term as mentioned in the agreement. All payments shall be remitted without any deduction or set-off and without entitlement to invoke a right of suspension.
- 9.2 In the event of the principal failing to remit payment within the agreed term, he shall be held legally in default without any prior notice of default being required, and Cordial shall be entitled to charge to the principle the statutory trade interest from the latest date on the payment should have been remitted, without prejudice to Cordial's other rights.
- 9.3 Cordial shall at all times be entitled to require advance payment or security for the amounts payable by the principal, without giving reasons. Cordial shall be entitled to suspend fulfilment of its obligations until the principal has remitted that advance payment or furnished the required security.
- 9.4 The costs, both judicial and extrajudicial, incurred owing to the non-compliance, late compliance or incorrect compliance by the principal of its obligations, including the costs of Cordial's legal advisor, shall be for the principal's account, who shall act in that regard, without reservation, in accordance with Cordial's bona fide statement. In the event of the principal failing to pay or pay on time an amount that he owes to Cordial, the extrajudicial costs between Cordial and the principal shall be set in advance at an amount equal to 15% of the payable amount, but with a minimum of EUR 500.
- 9.5 In the event of a dispute arising about whether the amount charged is actually owed or about the quality of the delivered goods, the principal shall be obliged, on Cordial's first request, to deposit the payable amount, without prejudice to his rights, to a bank indicated by Cordial for the benefit of Cordial.

Article 10 Guarantee and liability

- 10.1 Cordial guarantees that it will produce the goods in accordance with the composition agreed with the principal, notwithstanding slight deviations with customary tolerances. Cordial does not guarantee that the produced goods are suitable for the purpose for which the principal or a third party wishes to designate them, not even if Cordial was notified of that purpose. Cordial gives no guarantee whatsoever regarding supplies of goods designated by Cordial as samples.
- 10.2 Complaints can only refer to quantity, weight or specification, as well as to non-conformity of the delivered goods with the sample(s) made available by Cordial. The goods shall be deemed to have been produced in accordance with the agreed composition if the sample taken of each supply and kept by Cordial meets the required specifications unless the principal can provide proof to the contrary, in which case Cordial shall be entitled to take samples from the goods delivered to and held by the principal.
- 10.3 Any complaints with regard to relevant defects observable at inspection of the goods, as well as complaints in connection with quantity, weight or specification shall be made in writing within 24 hours after the delivery, and include a complete description of the alleged defects, on default of which any claim in this respect shall become void.
- 10.4 Any complaints with regard to other relevant defects shall be made in writing within five (5) days after their disclosure, and include a complete description of the alleged defects, taking into account the ultimate guarantee period stated in the following paragraph of this article.
- 10.5 All guarantee claims shall be null and void if:
 - the goods have been processed or the goods are otherwise not (or no longer) identifiable as originating from Cordial or the composition of the goods has been altered;
 - the defects are (also) caused by normal wear and tear, inexpert and/or incorrect treatment, use and/or storage or maintenance of the goods; the principal and/or a third party have treated the goods and/or altered the composition of the goods;
 - the goods have been treated inexpertly by the principal and/or a third party;
 - the principal does not immediately give Cordial the opportunity to investigate complaints and/or take samples;
 - six (6) months have elapsed following delivery of the goods in the case of powder adhesives and three (3) months following delivery of the goods in the case of liquid adhesives, unless another guarantee period has been agreed upon in the agreement.

- 10.6 In connection with any parts and/or goods obtained from third parties which have not been treated by Cordial, the principal can only assert his claims against Cordial insofar as Cordial, in its turn, can assert any claims against its supplier. Should this be the case, Cordial shall at any rate be discharged with respect to the principal by transferring its rights with respect to its supplier to the principal.
- 10.7 Cordial's liability in the event of infringement of the guarantee given above under article 8.1 shall be limited to compensation of the amount that the principal owes to Cordial in respect of the order with the principal in question, which does not meet the composition requirements, or to redeliver the goods or the relevant part thereof, at Cordial's discretion. These General Terms and Conditions shall apply unimpaired to redelivery.
- 10.8 It shall not be permitted to return any goods delivered by Cordial without Cordial's prior written consent. Should any return shipments take place, then this shall at all times be done at the expense and risk of the sender.
- 10.9 Cordial's liability under the agreement shall be limited to fulfilment of the obligations described in the agreement, including the guarantee obligations described in this .
- 10.10 With the exception of the guarantee given above under 8.1 and cases of willful intent and/or gross negligence on the part of Cordial or a managerial subordinate of Cordial, Cordial shall not accept any liability or claims for damages whatsoever. Notwithstanding the other provisions of this paragraph, all claims in respect of losses shall be limited to the invoice value of the relevant goods, such as but not limited to.
- 10.11 Cordial's liability shall always be limited to losses that are directly related to the delivered goods and never cover loss of profit or income, business damage, compensation for immaterial damages or any other indirect or consequential damage.
- 10.12 The limitations and exclusions of liability, as well as indemnity stipulated for Cordial itself in the above paragraphs are also stipulated for and on behalf of its employees, any other person employed by it within the framework of the agreement, as well as for the persons from whom Cordial obtains delivered goods and/or parts.
- 10.13 The principal is obliged to indemnify Cordial for all claims for damages lodged by third parties for which the liability of Cordial in these conditions in the relationship with the principle is excluded.

Article 11 Force majeure

- 11.1 In the event of the implementation of the contract being hindered as a result of a force majeure situation, Cordial shall be entitled, without legal intervention being required, either to suspend the implementation of the contract for a maximum of three months or to fully or partially dissolve the contract, without Cordial being obliged to pay any compensation for damages. During the period of suspension, Cordial shall be authorized - and at the end of that period, obliged - to opt for the implementation or the full or partial dissolution of the contract.
- 11.2 For the purpose of these conditions, force majeure is defined as any independent circumstance that is beyond the control of Cordial, even if it could have been foreseen when the contract was entered into, which permanently or temporarily hinders compliance with the contract, including war, threat of war, civil war, riot, strike, staff lockout, transport difficulties, fire, weather that precludes work, civil commotion, revolution, piracy, natural disaster in a general sense, sabotage, terrorist action, explosion, act of war, water damage, flood, company occupation, lockout, import and export hindrances, governmental measure, machinery defects, disruptions in the supply of energy, all being both at Cordial of Cordial and at the companies of third parties from which Cordial obtains the necessary materials or raw products in full or in part, and during storage or during transport, whether or not under Cordial's own management and also all other matters that arise and do not fall within Cordial's responsibility or scope of risk.

Article 12 Storage

Article 13 (Threatening) failure

- 13.1 In the cases provided for by the Law, as well as in the event that the principal does not, not in time or not sufficiently, fulfil one or more obligations arising for him from the agreement, including the provisions in these General Terms and Conditions, or in the event that there is serious doubt as to the principal being able to fulfil his contractual obligations towards Cordial, as well as in the event of bankruptcy, suspension of payments, complete or partial stoppage of work, liquidation, transfer or encumbrance of the principal's business, including the transfer or pledging of an important part of his accounts receivable and furthermore in the event that any goods of the principal are attached before judgement or in execution, Cordial shall have the right, without notice of default or judicial intervention, either to suspend the execution of the agreement for a maximum of three (3) months, or to partially or wholly dissolve the agreement, such without being liable to any compensation or guarantee, and without prejudice to any of its other rights.

Article 14 Suspension, dissolution

- 14.1 In the event of Cordial's suspension of its obligations, it shall be authorised - and obliged at the end of the suspension period - to opt for execution or complete or partial dissolution of the agreement.
- 14.2 In the event of suspension or partial dissolution by virtue of the provision of the previous article, the agreed price shall be forthwith due and payable, after deduction of any costs not incurred by Cordial as a result of the suspension or the partial dissolution.
- 14.3 In the event of partial dissolution the principal shall furthermore be obliged, after the payment of the amount due pursuant to the previous sentence, to take possession of the goods covered by that payment, failing which Cordial shall have the right to have these goods stored at the risk and expense of the principal, or to have them sold at his expense.
- 14.4 In the event that the principal returns the goods received by him from Cordial after dissolution of the agreement, said returning of the goods shall at all times be at the risk and expense of the principal, until said goods have been taken possession of by Cordial.

Article 15 General

- 15.1 In the event that one or more stipulations of the agreement, including stipulations of these General Terms and Conditions, are null and void or become legally invalid, the remaining provisions of the agreement shall remain in force. Parties shall consult on the stipulations which are null and void or have become legally invalid, in order to make an alternative arrangement.
- 15.2 Should one or more stipulations of the agreement, including the stipulations of these General Terms and Conditions, be in conflict with mandatory provisions, stipulated by or to be stipulated by a thereto competent authority, these latter provisions shall be considered to have replaced the relevant stipulations of the agreement.

Article 16 Applicable law

- 16.1 These General Terms and Conditions and the quotation/agreement, including their formation, interpretation and termination, shall exclusively be governed by Dutch law.
- 16.2 With regard to any and all disputes (including those which are considered as such by only one of the Parties) in connection with the quotation/agreement or of further contracts ensuing therefrom, including their formation, interpretation and termination, the court of the Northern Netherlands, location Groningen, shall have exclusive jurisdiction in the first instance and without prejudice of the right of the Parties to appeal and cassation, unless Cordial explicitly opts for the competence of the court in the place of business of the principal.