

General Conditions of Sale Brenntag N.V.

Art. 1 : Competence

The contract is subject to the Belgian Law. All disputes fall under the exclusive jurisdiction of the Kortrijk Court and the Justice of the peace of Harelbeke.

These general conditions are also drawn up in French and Dutch. The Dutch text shall always override in case of dispute.

In case of one article being contrary to the law, only this article will be considered as void. Concerning transport, even for domestic transport and with explicit agreement of the parties, this contract is subject to the stipulations of the Belgian Law of the 4th of September 1962, concerning approval of the contract with regard to the transport of goods by road (C.R.M.), and to the particular conditions stipulated hereafter.

Art. 2 : Application

Except for explicit, exceptional and written agreement, the following conditions of sale are valid. They are supposed to be known by the contracting parties and they prevail against those of the buyers.

Art. 3 : Packing

The deposit charges shall be invoiced along with the goods. The guaranteed packing remains property of the seller. It shall be returned free warehouse of the seller and in good condition. It shall be complete with all labels and marks, hermetically sealed, not filthy and totally empty, it may not have contained products other than those for which it has been invoiced. The refund of the deposit shall anyhow be reduced with the costs of use, cleaning and recycling. In case of non-return within a reasonable period or non-respecting of the preceding, the seller has the right to refuse taking back the packing and to charge it to the buyer at the replacement cost of the day.

Packing that is not guaranteed shall not be taken back.

Art. 4 : Complaints

All complaints and contestations shall be made in writing to be admissible : for complaints concerning weight and damage immediately after receipt of the goods; in all other cases within 5 days after delivery and in all cases before the use or resale of the goods.

A complaint does not postpone the obligation to pay.

If a complaint is found justified, the seller will, at his discretion, allow a reasonable price reduction, take back the delivery or arrange for another delivery at his own expense. Return of the goods may only take place following the written approval of the seller. The seller will never be bound to compensate more than the invoice-value of the goods in question.

Art. 5 : Damage and rescission

The seller can cancel the agreement in case of non-observance of the agreement by the buyer. In case the contract is cancelled by the buyer, the seller can claim damages equal to 20% of the contract's worth, under reserve of increase if the losses are higher.

When, due to force majeure, strike, lock-out, war, government measures and the like, the seller is in the impossibility to carry out the agreement, he retains the right to cancel the agreement without the buyer having the right to claim compensation.

The seller retains the right to consider the agreement as disbanded by law without serving notice upon the buyer, in case of bankruptcy, insolvency or whatever change in the legal state of the buyer.

Art. 6 : Property provisions

The goods sold remain the property of the seller until full payment of the invoice.

In case of non-payment the seller retains the right to take back the goods delivered without any mediation of a Court.

All risks to which the goods are exposed shall pass to the buyer upon delivery.

Art. 7 : Price, payment and delay in payment

The provided prices and tenders are merely approximate and not binding for the seller. He can change them at any time until the acceptance of an order. Once the order is accepted, the seller can still revise or adjust the price in accordance with the Law of the 30th of March 1976 (art. 57), namely in function of the parameters that make up the real costs of the price and this only for that part that they represent in the price and this to a maximum of 80% of the finally determined price.

A surcharge shall be invoiced for deliveries under a minimum value. This minimum value and the surcharge can be applied for at the commercial department.

All invoices are payable at Deerlijk, cash, nett and without discount, unless otherwise agreed on and confirmed in writing.

Bills of exchange and other conditions of payment do not change this and do not cause renewal of the claim.

The deposit charged for packing is to be paid along with the price of the goods.

When not provided with a special written authorization signed by a delegate of the firm, the seller's agents and representatives do not have the authority to bind the firm nor to give acquittal or exemption in her name.

In case of non-payment of an invoice or a bill of exchange on the appointed due date, an interest will be applied, by law and without reminder, at the legal interest rate increased by 4%, or at the seller's discretion, the highest interest rate valid in the country where the buyer has his head office, all this regardless of the agreed currency.

At the same time, immediate payment of all amounts, expired or not, that the buyer is due by whatever reason, will be claimed.

Every delay in payment gives the seller in his official capacity, the full right to declare each current sale, also those of which the goods are not yet delivered, to be disbanded or postponed and he retains the right to take back the goods that were already delivered or that were in dispatch.

On the due date the buyer is in default by law without reminder by application of art. 1139 BWB. In case of complete or partial non-payment of the amount due on the expiry date, without serious reasons and after serving notice upon the buyer, the amount due shall be increased by 12% with a minimum of 85 EUR and a maximum of 2500 EUR, even if terms of respite are given.

Art. 8 : Delivery(times)

The goods shall be received and accepted at the seller's warehouses. They are always dispatched at the buyer's risk, even in case of carriage paid. In this case the goods are delivered on the doorstep at the delivery address.

If the buyer or a person appointed by him gives on the spot instructions to the seller's personnel to bring the goods to a specific place on his territory, than this can only take place under supervision and at the risk of the buyer.

Once the receipt is signed by the buyer for acceptance and approval, the buyer has no more means to recover from the seller, even in case of a delivery not in accordance with the order. The terms of delivery are always approximate, they are observed as much as possible, but they are never binding to the seller.

A delay in delivery can in no case give cause for damages or interests due by the seller.

Art. 9 : Taking delivery, transport, unloading

Orders shall only become binding and can only be put into execution if the necessary securities (letter of credit, bank guarantee, Delcredere-cover, or other) have been provided within a delay of 4 weeks after the sales confirmation by the seller.

If the goods regardless of the agreed method of transport and delivery, are ready and waiting for the buyer to take delivery and the seller has so informed the buyer, the buyer shall be bound to take delivery without summons or notice, at the latest on the last day of the period during which call can be made. Failure to fulfil the liability to take delivery shall give the seller the right to store the goods or keep them in storage at the buyer's expense and risk, and to charge the buyer for this without him having the right to refuse payment on the grounds of non-accepted delivery.

The method and route of dispatch shall be at the discretion of the seller. Insofar as it has not been expressly agreed to the contrary, the risk of loss or of damage to the goods from the moment of dispatch shall be borne by the buyer.

The buyer shall accept the risk of whatever damage resulting from reception, storage or use of the goods received, whether or not in combination with other substances, unless the damage is due to serious fault on the side of the seller. The customary trade terms, such as F.O.B., C.A.F., etc. shall be used with the meaning ascribed to them in the latest edition of Incoterms.

Art. 10 :

The stipulations of the treaty of the 1st of July 1964 on "the international sale of moveable property" are not applicable to this agreement.