

CHEM SUR B.V. VIERPOLDERS

General conditions
applicable to

CHEM SUR B.V.

At VIERPOLDERS, THE NETHERLANDS.

Article 1- General

- 1.1 Among "customer/client" in these conditions meaning, any (legal) person who made an agreement, or wants to conclude one besides these also his authorized representative(s), agent(s), deputy and/or someone appointed to do so.
- 1.2 Among "agreement(s)" in these conditions meaning also, all released offers and/or assignments by us that are signed for agreement by the customer/client and an authorized representative of J.P. Berkhout from CHEM SUR B.V.

Article 2- Applicability

- 2.1 Dutch law is applied to all our agreement(s).
- 2.2 These general conditions shall apply to all our offers and agreements which we agreed on with our customers/clients. Differ from these general conditions can only be accomplished by a written agreement.
- 2.3 Terms from our customers/clients are, unless explicitly and on writing decided otherwise, not applicable on the in section 2 given offers and agreements.

Article 3- Offers

- 3.1 All our offers are based on the customer/client made offer and/or on by request of the customer/client given information, or in case of flaw on the description in this offer.
- 3.2 All by us made offers are free of obligation, unless written differently given in our offer.
- 3.3 We preserve the copyright, on all our given offers and/or by our orders made designs, calculations, drawings, technical subscriptions and all other by copyright protected amenable records. These records remains, regardless of the costs of manufacture are charged or will be unless a separate amount for the transfer of copyrights is billed or will be, our ownership and may not without our explicit approval on writing be copied, show to third party's or used by any other way.
- 3.4 If our offer is rejected, the customer/client is obliged to hand over the complete offer with all accompanying belongings, within fourteen days after our request and send it postage paid back to us.
- 3.5 When an offer is rejected, we are authorized to charge the costs that where made for making the offer, including also the costs made in section 3 mentioned subjects, to on whose request the offer is made, unless on written agreed differently.

Article 4- Agreements

- 4.1 Agreements for accepting a job, performing a job, services, recommendations and agreements of buy or sale (except buy or sale on cash payment) and his supplements and/or changes will only be final if we confirm them in writing. The possibility of inaccuracies and/or mistakes for non-written confirmed assignments and orders are entirely for customer/client risk.
- 4.2 If an agreement is made on writing, the agreement is accepted on the day we signed the contract, on the day the confirmation was signed and send by us.
- 4.3 Deals or agreements with non-authorized representative employees of CHEM SUR B.V. will only be final if we confirmed the deal or agreement on writing.

Article 5- Commitment for efforts

- 5.1 The accepted assignment will be a commitment for efforts and no guarantee for results.

Article 6- Involve third parties

- 6.1 If third parties/suppliers, needed to carry out an assignment from the customer/client, restrict their responsibility, the customer/client gives CHEM SUR B.V. the authority to accept these responsibility restrictions on behalf of the customer/client.
- 6.2 If third parties are used CHEM SUR B.V. will take full carefullness. CHEM SUR B.V. is not responsible for possible shortcomings of third parties/suppliers.

Article 7- Trademark

- 7.1 Brand marks, trademarks, marks brought by factory, type- or identification numbers or signs, who were made on the things delivered by J.P. Berkhout from CHEM SUR B.V. are not allowed to be removed, damaged and/or altered.

Article 8- Responsibility restriction

- 8.1 CHEM SUR B.V. neither third parties we involve to carry out an agreement, are responsible for any damage, coming from and in connection to the agreement, which the customer/client or any third party by carrying out the agreement where involved will suffer, direct or indirect, regardless de cause of it.
- 8.2 In spite of previous mentioned CHEM SUR B.V. isn't in any way responsible:
 - a. Because of a non delivery or not on time;
 - b. For incorrect information in folders, catalogues, advertising material, commercials, data, offers etc.
 - c. In case of circumstances beyond one's control (Act of God), as meant in article 9;
 - d. If the customer/client or third parties repairs the delivered merchandise, making changes on it, uses it for other purposes then it was meant to be or designed for, the delivered merchandise overloads and/or uses it incompetent;
 - e. For the properties of third parties which are at the time of repair, storage or for any reason whatsoever is in J.P. Berkhout CHEM SUR B.V.'s possession;
 - f. For operation- and/or future damage, made by any cause whatsoever;
 - g. For damage caused by inaccurate or partly inaccurate advise;
 - h. For damage caused by delivered software;
 - i. For loss of information/data saved on any type of device;
 - j. For damage caused by using a network, internet and/or a modem connected to a phone net including the loss of data, stealing of data, incorrect transmissions of data, mutilation of data or other files also phone lines that stays open and/or connected.
- 8.3 If CHEM SUR B.V. in any case, despite above standing, is responsible for any damage, accept CHEM SUR B.V. the responsibility only for as far as the responsibility by their insurance is covered, till the amount of the insurance done payment.
- 8.4 If in any case the insurance doesn't pay, CHEM SUR B.V. will never be responsible for more then the amount written on the invoice for the made agreement.
- 8.5 The customer/client shall not be able to lay any claim to CHEM SUR B.V. from third parties against J.P. Berkhout from CHEM SUR B.V.
- 8.6 The exceptions and/or limitations of responsibility written in these conditions don't apply if any damage is caused deliberately or by heavy blame from J.P. Berkhout from CHEM SUR B.V.

Article 9- Circumstances beyond one's control (Act of God)

- 9.1 If the agreement is closed and CHEM SUR B.V. can't fulfill the deal because of circumstances who at the time of closing the deal in all fairness not where expected and/or CHEM SUR B.V. couldn't have known, applies for CHEM SUR B.V. such as circumstances beyond one's control (Act of God) towards the customer/client.
- 9.2 Circumstances as meant in section 1 include in any case strike, authority measures, safety measures, environment measures, delays in delivery, export, riots, war, mobilization transport meanings, import obstructions, prohibition of exports, negligence of transporters, suppliers and/or manufacturer also meaning sickness, flaws in aid- or transport meanings, exclusions or other work disorders and incidents.
- 9.3 CHEM SUR B.V. has in case of circumstances beyond one's control the right to postpone their obligations. CHEM SUR B.V. is also authorized to partly or completely disband the agreement, or to demand that the content of the agreement be altered as needed so carrying out remains possible. CHEM SUR B.V. can't be held responsible or obligated to pay any fine and/or claim in any way. CHEM SUR B.V. preserves the right on payment for the already performed tasks and costs that where made.

Article 10- Payments

- 10.1 Payments if not agreed differently on writing should occur within 14 days of invoice-date.
- 10.2 If the payment didn't occur by customer/client within 14 days after invoice-date, the customer/client is without prior notice interest to CHEM SUR B.V. obligated of 2% of the unpaid amount per month, which a started month will be calculated as a complete month.
- 10.3 If the payment due is not paid by customer/client within the time stipulated and CHEM SUR B.V. has started the debt-claim true recourse to legal proceedings or other ways, the customer/client is liable for payment to CHEM SUR B.V. a payment due to their associated expenses according to the collection rate of the Dutch Law Society, although with a minimum of € 125,00 per invoice.
- 10.4 Payments not paid within the time stipulated gives CHEM SUR B.V. the right to postpone or adjourn here activities due to the foregoing and/or other agreements with the customer/client, without the rights of the customer/client to indemnity or disband the agreement and no rights involving any loss, loss of profit and further ensuing damage.
- 10.5 Claims on guarantees, offers and/or other agreements under consideration do not give the right to postpone or partly payments.

Article 11- Guarantees

- 11.1 CHEM SUR B.V. stands for the quality to here best knowledge and effort for the given services and/or advices and for the efficiency and good quality of the by here delivered supplies, understanding that the guarantee do not go any further then specified in the next following provisions.
- 11.2 With deliveries of articles by third parties through CHEM SUR B.V. as mentioned in Article 6, apply the guarantees offered from third parties and/or the manufacturer's warranty of the specified object.
- 11.3 The customer/client needs the items to be replaced and/or repaired deliver on their own account and risk to the address given by J.P. Berkhout from CHEM SUR B.V.
- 11.4 The customer/client can not call out on the guarantees offered:
 - a. If the customer/client neglected the matters;
 - b. If the customer/client alter, let it alter and/or repair the items without or not on behalf of J.P. Berkhout from CHEM SUR B.V..
 - c. Due to injudicious or careless use, improper connection, improper mains voltage, lightning strike, pollution, damage due to the effects of moisture or other external causes or misfortunes;
 - d. If the product is not maintained on the usual and/or prescribed or in the operations manual subscribed way.
 - e. If the product is being used with non-compatible or improper peripheral devices;
 - f. If the customer/client handles the matters inattentive on any other way.

Article 12- Altering products and prices

- 12.1 We preserve the right to recharge the prices to the customer/client that where raised and/or altered by third parties and/or suppliers.
- 12.2 Products referred in offers and/or agreements who are hard to deliver or undeliverable by used third parties and/or suppliers, could be replaced by an equal or improved product without notifying the customer/client in advance, this according the assessment of J.P. Berkhout from CHEM SUR B.V.

Article 13- Claims

- 13.1 Claims in general and complaints about invoices/agreements should occur within four days after receiving the products, invoices or agreements after the flaw is discovered and/or should be discovered, on writing and with a fair description of the complaint be send to J.P. Berkhout from CHEM SUR B.V. If the time limit is passed CHEM SUR B.V. shall be deemed that here obligations where correctly fulfilled, and will assumes that the customer/client accepts the matters, invoices or agreements as correct.
- 13.2 Claims never give the customer/client the right to postpone his payments.
- 13.3 If a claim is justified by J.P. Berkhout CHEM SUR B.V. Then CHEM SUR B.V. has the right to here choice to:
 - a. Revise the invoice and change the invoiced amount accordingly;
 - b. Replace the delivery by a product with the same specifications or to repair where the products or parts to be replaced will be delivered to J.P. Berkhout from CHEM SUR B.V.
 - c. Take back the delivered products and disband the agreement, given by a refund of the customer/client paid invoice amount without being held to any compensation.
- 13.4 If such case arises the customer/client has to give CHEM SUR B.V. the opportunity to correct the flaws immediately.
- 13.5 Any returned consignments of matters to or from the customer/client will be for account and risk of the customer/client. CHEM SUR B.V. accepts the returned matters only if and so far as the returning was agreed in advance on writing, and even then when these matters will be delivered at the by CHEM SUR B.V. given address in the original package and in the same condition as CHEM SUR B.V. delivered these matters to the customer/client.
- 13.6 Software whereof the seal is broken could never be returned.

Article 14- Rescission

- 14.1 If the customer/client cannot fulfill his obligations against J.P. Berkhout from CHEM SUR B.V., not in time or not properly, as well as if his bankruptcy is/being present, he is declared bankrupt, he applied a moratorium, or offers his creditors a part of settlement or deal, furthermore by seizure of his assets or partly, he is going to sell or terminating his company, also meaning in case of death, appointment of a guardian or if he on any other way loses control over his company, business or lose it partly, is the customer/client by law in absence and is any claim, who CHEM SUR B.V. has or gets on his expense, immediately and withdrawable on demand without any notice is required.
- 14.2 In cases mentioned under section 1, CHEM SUR B.V. has the right, without any notice, on her part to postpone the further activities of the agreement or to disband it partly or completely.
- 14.3 CHEM SUR B.V. is at all times authorized to claim damages from the customer/client and/or take back the delivered matters.
- 14.4 If the customer/client wants to disband the agreement, he shall at all times first notify CHEM SUR B.V. on writing and gives him a reasonable time to still fulfils her obligations, or to correct the flaws, which flaws should be subscribed precisely and on writing by the customer/client.
- 14.5 The customer/client has no right to partly or completely disband the agreement or to postpone his obligations, if he already neglected his obligations.
- 14.6 In case of partly disband the agreement the customer/client cannot claim on undoing the already by CHEM SUR B.V. made efforts, and CHEM SUR B.V. has the full right on payments for the already made efforts.