

GENERAL CONDITIONS OF PURCHASE  
OCI TERMINAL EUROPOORT B.V.

**1. Definitions**

In these General and Conditions of Purchase (“General Conditions”), the terms defined below shall have the following meaning:

**Buyer:** OCI Terminal Europoort B.V.;

**Seller:** anyone supplying goods to Buyer, supplying or agreeing to supply services to Buyer or otherwise having been instructed by Buyer;

**Purchase Order:** the purchase order issued by Buyer, inclusive of all accompanying documentation;

**Agreement:** all agreements between Buyer and Seller, comprising the Purchase Order and these General Conditions, as well as any other instruction issued by Buyer to Seller and all other acts, with or without intended legal effect, related to any of the aforesaid.

**2. Applicability**

- 2.1 These General Conditions apply to all requests, quotations, offers, engagements, Purchase Orders, order confirmations, Agreements and other acts with intended legal effect regarding the Seller delivering goods to, performing services for, acting on instruction of or performing any other job for Buyer.
- 2.2 The applicability of general conditions used by Seller is hereby expressly excluded unless agreed otherwise in writing. In the latter case, should any contradiction arise between these General Conditions and the general conditions used by Seller, then these General Conditions shall prevail.
- 2.3 Should the content of an Agreement deviate from the content of these General Conditions, then the content of the Agreement shall prevail.

**3. Formation of Agreement**

- 3.1. Quotations/offers, etc., issued by Seller shall be binding unless the relevant quotation/offer explicitly states otherwise.
- 3.2. No Agreement shall be concluded between Seller and Buyer until Buyer has accepted Seller’s quotation/offer expressly and in writing or until Buyer has sent Seller a written confirmation to that effect.
- 3.3. Seller’s fulfilment of part of a Purchase Order shall constitute the acceptance of that particular Purchase Order.
- 3.4. Seller shall bear all costs involved in preparing a quotation/offer.

**4. Prices, Invoicing and Payment**

- 4.1. Unless otherwise agreed in writing, all prices shall be (i) fixed and (ii) exclusive of any VAT but (iii) inclusive of all other taxes, levies and fees

(including licensing fees) and including all costs and contributions.

- 4.2. Failure to satisfy the requirements stated in the Purchase Order or otherwise agreed with regard to invoicing requirements, shipping instructions and packing lists, as well as failure to include all necessary data in these documents, shall entitle Buyer to suspend its payment obligation to Seller.
- 4.3. Buyer’s payment shall in no way constitute a waiver of any of its rights.
- 4.4. Buyer shall at all times be entitled to pay in euro at the exchange rate applicable on the invoice date.
- 4.5. Should Seller impose an agreed price increase or increase its price pursuant to any statutory provision entitling it to do so, then Buyer shall be entitled to dissolve the Agreement between Seller and Buyer with immediate effect without any notice of default being required and without being liable to pay damages.

**5. Delivery of goods**

- 5.1. Unless agreed otherwise in writing, goods shall be Delivered Duty Paid to Buyer’s location in accordance with the most recent INCOTERMS prepared by the International Chamber of Commerce, inclusive of proper packaging and all other costs Seller incurs in connection with the performance of its obligations.
- 5.2. Seller warrants that it shall supply the goods to be delivered within the agreed term and without interruption or delay.
- 5.3. Without prejudice to the provisions of Article 5.2, Seller shall be obliged to notify Buyer immediately and in writing of any delay, or anticipated delay, in the execution of the Agreement. Any mere exceeding of a delivery time, no matter how small, shall render Seller in default.
- 5.4. Deliveries shall be made in proper packaging. Seller shall timely furnish Buyer with all applicable licences, permits, documents, information, specifications, certificates and instructions necessary for the safe and correct transport, use, handling, processing and storage of the goods supplied.
- 5.5. Delivery shall be complete when the goods have been accepted by or on behalf of Buyer and Buyer has signed for acceptance of the delivery. Such signing shall in no way preclude Buyer from rejecting the goods delivered pursuant to Article 7 of these General Conditions. Furthermore, the Seller shall not be entitled to derive any rights from the signing referred to in the first paragraph of this Article 5.5, nor shall such signing preclude Buyer from, for example, exercising its rights relating to, inter alia, Seller’s failure to perform.

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5.6. Buyer's failure to perform one or more of its obligations shall not entitle Seller to suspend performance of one or more of its obligations.

**6. Supply of services**

- 6.1. Services shall be supplied in the manner and within the term stipulated in the Agreement.
- 6.2. Any mere exceeding of an agreed time for supplying services, no matter how small, shall render Seller in default.
- 6.3. The supply of services has been completed in full when Buyer has confirmed in writing that the services have been supplied or that the services supplied have been approved. Seller shall not derive any rights from this confirmation or approval, nor shall such confirmation or approval preclude Buyer in any way from, for example, exercising its rights relating to, inter alia, Seller's failure to perform.
- 6.4. To the extent services are supplied for a fee based on hours worked and costs incurred, Seller shall keep records of all costs, expenditures and hours worked and shall grant Buyer inspection thereof.
- 6.5. Seller may only delegate the supplying of services to a third party with Buyer's prior written consent.
- 6.6. Buyer's failure to perform one or more of its obligations shall not entitle Seller to suspend its obligation to supply services.

**7. Inspection**

- 7.1. Buyer shall at all times be entitled, but not obliged, to inspect the goods to be delivered (or to cause them to be inspected) or to examine whether services were supplied in accordance with the Agreement and these General Conditions and the Seller shall then be obliged to fully cooperate with such inspection.
- 7.2. Should Buyer reject the goods or services, then Buyer shall notify Seller preferably in writing.
- 7.3. Buyer shall be entitled to reject any goods delivered (i) at a time other than agreed, (ii) in volumes and/or quantities other than agreed, (iii) in inadequate or damaged packaging or (iv) with one or more defects. Seller shall bear the risk and expense of returning the goods, without prejudice to Buyer's right to compensation for any damage, loss or expenses incurred as a result of Seller's failure to perform its obligations.
- 7.4. Seller shall not derive any rights from the results of an inspection or examination as referred to in Article 7.1 nor from the Buyer's refraining from performing same.
- 7.5. Buyer shall never be bound by any term set by Seller, or any term as defined in Section 7:23 Dutch Civil Code, within which Buyer must either notify Seller of Buyer's rejection of the goods delivered or file a complaint with Seller.

**8. Title and Risk**

- 8.1. Title to and risk in the goods shall pass to Buyer at delivery unless (i) agreed otherwise or (ii) Buyer rejects the goods at or after delivery (pursuant to Article 7 of these General Conditions).
- 8.2. If the Agreement stipulates payment in advance, title shall pass to Buyer directly upon payment and Seller shall mark and identifiably store the raw materials, other materials and semi-finished products intended for use in the production or manufacture of the goods to be delivered, as well as the finished goods. The risk in such goods shall remain with Seller until acceptance of delivery pertinent to Article 5 of these General Conditions.
- 8.3. Buyer shall retain title to the goods stored by a third party pursuant to a storage contract. The risk in these goods shall pass to Seller upon Seller's receipt of the goods and remain with Seller until after delivery of the goods to Buyer.
- 8.4. Seller warrants that Buyer shall obtain unencumbered title to the goods.
- 8.5. Seller waives all rights and powers vested in it pursuant to any right of retention or right to reclaim unpaid goods.
- 8.6. Seller shall, at its own expense, ensure that the goods to be delivered to Buyer are insured against transport damage.

**9. Audit**

- 9.1. Seller shall ensure at its expense that Buyer or its representative shall at all times have the opportunity to inspect the manufacturing process of the goods and/or the location where all or part of the services are supplied. Seller shall be obliged to fully cooperate with such inspection.
- 9.2. Seller shall control and examine the quality of the goods and services and the progress and delivery with due care.

**10. Verified Changes**

- 10.1. Buyer's prior written permission shall be required before making any changes to all or part of the goods and/or services, including changes to business and other processes, changes to raw and other materials and/or changes that could affect the specifications of such goods and/or services. Seller shall provide Buyer with ample prior notice of any such changes and shall afford Buyer the opportunity to examine and test the goods.

**11. Chemical Substances**

- 11.1. With regard to chemicals supplied under the Purchase Order, Seller herewith confirms that it is fully aware of the applicable chemical control regulations. To the extent that any goods or any

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of their substances fall within the scope of such chemical control regulations, Seller confirms and represents that the goods or any of their substances, are fully compliant with its requirements. Supplier will provide the (pre-)registration number(s) to Buyer.

## 12. Warranties

- 12.1. Seller warrants that the goods or services to be supplied shall meet all requirements of the Agreement. This warranty shall include, but not be limited to, the following:
- (i) the goods shall possess the qualities stipulated and requirements included in the Purchase Order and any specifications;
  - (ii) the goods shall be: new, functioning properly, made with high-quality materials, the product of good craftsmanship, free of defects and unencumbered by any rights vested in third parties;
  - (iii) the goods or services shall be fit for the purpose for which the order was placed or the Agreement concluded;
  - (iv) the services shall be supplied in a professional manner without interruption;
  - (v) the goods or services shall satisfy the statutory requirements and/or applicable self-regulation rules and/or requirements imposed by Buyer with regard to, inter alia, quality, health, safety, the environment and advertising, both in the country of delivery and in the country of destination;
  - (vi) the goods shall be provided with and accompanied by all information and instructions necessary for their proper and safe use; and
  - (vii) the goods shall be provided with and accompanied by any and all documentation requested by Buyer, regardless such documentation having been requested before upon or after conclusion of the Agreement.
- 12.2. Seller is aware that Buyer markets high-quality products. Seller warrants that the goods and services supplied shall satisfy the highest standards of quality. Seller's warranties shall extend to Buyer and its buyers and customers.
- 12.3. Notwithstanding the outcome of any possible previous inspections, in the event that the goods fail to satisfy the provisions of paragraph 1 of this Article 12, Seller shall at its expense, at Buyer's option and upon Buyer's first demand, cure defects in the goods, or replace the goods or make up for any shortfall, provided always that the Buyer may express its preference for dissolution of the Agreement in accordance with the provisions of Article 17 of these General

Conditions, and that all of this shall be without prejudice to Buyer's rights pertinent to non-performance (including the right to claim damages). Seller shall bear all costs incurred in relation to the foregoing (included but not limited to costs of repair or disassembly).

- 12.4. In the event of urgency or if, upon consultation with Seller, it must reasonably be assumed that Seller will fail to perform its warranty obligations, Buyer shall be entitled to cure or have cured the defects or replace or have replaced any goods or services at Seller's expense. This shall not discharge Seller from its obligations pursuant to the Agreement.
- 12.5. Unless agreed otherwise in writing, a warranty period of at least two (2) years after the goods or services have been supplied shall apply.
- 12.6. An agreed warranty period shall recommence after acceptance of repair work, replacement or supplementary delivery under the warranty provisions.

## 13. Liability

- 13.1. Every failure to perform on the part of Seller shall entitle Buyer to demand that Seller fully or partly make good such default and/or the consequences thereof, and Seller shall bear the risk and expense associated with same.
- 13.2. Seller shall be liable for all damages incurred by Buyer and/or subsequent buyers or users, including the ultimate end-user of the goods (regardless of whether such goods have been processed) or services supplied if such damage is the result of Seller's failure to perform its obligations and/or a negligent act or omission on the part of Seller, its staff or third parties engaged by Seller. Seller's liability shall regard both direct and indirect damages, and include any damage ensuing from or relating to the Agreement, the performance thereof and/or the use and/or sale of the goods or services supplied by Seller.
- 13.3. Seller shall be fully liable for the correct and timely payment of all taxes, levies and contributions owed in respect of the performance of the Agreement and shall indemnify Buyer, parties affiliated with Buyer or any third party, including company officers and employees (collectively referred to hereinafter as "Indemnified Parties") against claims made by and compensation paid to any third-party relating to the Agreement concluded between Seller and Buyer.
- 13.4. Seller shall take out adequate insurance against the damages referred to in Article 13. This obligation to obtain insurance shall also extend to any auxiliary materials involved in any way in the execution of the Agreement. Seller hereby assigns

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now, for then, to Buyer any claims for payment under the insurance insofar as relating to any damages for which Seller is liable to Buyer. Upon Buyer's first request, Seller shall permit Buyer to examine all relevant insurance policies and notify Buyer of any changes thereto.

- 13.5. Indemnified Parties shall not be liable to Seller for any damage based on or ensuing from the Agreement, unless such damage is the result of an intentional act or omission or deliberate recklessness exclusively on the part of Buyer's managerial staff.
- 13.6. Seller shall not be entitled to set off or suspend the payment of any amount it owes for whatever reason to Buyer.

**14. Intellectual Property Rights**

- 14.1. Seller grants Buyer a non-exclusive, perpetual, irrevocable, global, royalty free and transferable right to use any possible intellectual property rights relating to the goods and/or services supplied by Seller. This right of use includes the right to grant a right of use to buyers, prospective buyers or other third parties with which Buyer maintains relationships in the course of operating its business.
- 14.2. Seller warrants that the delivery of goods and/or Buyer's use of the services supplied or sale and application of such goods and services shall not constitute an infringement on any intellectual property rights or any other (proprietary) rights of any third party.
- 14.3. Seller indemnifies Buyer against third party-claims ensuing from any infringement on the rights referred to in Article 14 of these General Conditions and Seller shall compensate Buyer for any damage incurred as a result of such claims.
- 14.4. To the extent that Buyer provides Seller with auxiliary materials to which Buyer holds an intellectual property right, Seller acknowledges that Buyer is and shall at all times remain the owner of such right and that Seller shall not acquire any such intellectual property right or title thereto. Seller shall, at its own risk and expense, manage and maintain in good condition any such auxiliary materials referred to in this Article 14.4. Seller shall not use such auxiliary materials for the benefit of, or allow them to be used by, any third party without Buyer's written consent to that effect. Article 16 shall apply accordingly to all auxiliary materials referred to in this Article 14.
- 14.5. If in the framework of the Agreement Seller develops for Buyer any goods (including software) than any intellectual property right which may be invoked in respect thereof (including source code and documentation) shall be vested exclusively

in Buyer. Any compensation in that respect shall be deemed to be included in the agreed price of the goods or services. Where necessary, Seller shall fully cooperate in realization of such rights or the transfer thereof to Buyer.

- 14.6. Seller is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright or other intellectual property right of Buyer or any of its affiliates, unless prior obtained written consent of Buyer.

**15. Force Majeure**

- 15.1. Should one of the parties find itself in a force majeure situation, all or part of the performance of the Agreement shall be suspended while such situation continues, without either party being liable to the other for damages. Should the force majeure situation continue for longer than 30 days, then the other party shall be entitled to dissolve the Agreement with immediate effect through written notice, without any judicial intervention being required and without any liability to damages arising.
- The following circumstances shall not be considered a force majeure situation affecting the Seller: lack of staff, strike actions, breach of contract on the part of third parties engaged by Seller, transport problems on the part of Seller or third parties engaged by Seller, lack of auxiliary materials, cash and/or solvency problems on Seller's part or embargos or governmental measures imposed on Seller.

**16. Confidentiality**

- 16.1. Seller acknowledges that in connection with the Agreement or its performance it may obtain confidential information from Buyer. This confidential information (including information about projects, results of business operations, etc.) shall, both during the term of the Agreement as well as thereafter, remain the exclusive property of Buyer and may not be made public, disclosed to a third party or used for any purpose other than for the performance of the Agreement, unless Seller has obtained Buyer's prior written permission to do so.
- 16.2. Seller shall also refrain from providing any information to third parties about its relationship with Buyer unless Seller has obtained Buyer's express written permission to do so.
- 16.3. Seller shall be obliged to impose the obligation laid down in Article 16 on its employees and any third parties Seller engages in performing or executing the Agreement. Seller warrants that its employees and such third parties shall not infringe on this duty of confidentiality.

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**17. Dissolution**

17.1. Buyer shall, at its discretion, be entitled to suspend all or part of the performance of all agreements between the parties, including the Agreement, or to dissolve these agreements, including the Agreement, with immediate effect and without any judicial intervention being required (and without Buyer being liable to pay damages) by notifying Seller in writing of such suspension or dissolution, without prejudice to Buyer's right to claim damages, if:

- (i) Seller fails to perform one or more of its obligations pursuant to the Agreement or agreements related thereto;
- (ii) Seller has requested or been granted a suspension of payments, has filed for bankruptcy or has been declared bankrupt;
- (iii) Seller has been put under a guardianship order or has been put into receivership;
- (iv) Seller has sold, suspended or discontinued its business or a significant portion thereof;
- (v) permits that Seller requires for performing the Agreement have been revoked;
- (vi) an attachment order has been imposed on a significant portion of Seller's business assets;
- (vii) a third-party attachment order has been imposed on Buyer in respect of claims against Seller;
- (viii) non-compliance with regulations regarding imports, exports or restrictions on the use of chemical substances or provisions regarding safety, health or the environment;
- (ix) unapproved changes as referred to in Article 10 of these General Conditions; or
- (x) a change in management or in Seller's direct or indirect shareholder(s).

17.2. Any claims which Buyer may have or acquire against Seller in any of the cases referred to above in Article 17.1 shall be immediately due and payable in full.

17.3. Termination of the Agreement, regardless of the grounds for such termination, shall not affect rights which expressly, or by virtue of their nature or purport, evoke obligations, such as representations, warranties, obligations with respect to confidentiality, intellectual property rights, or rights and obligations that arose during the term of the Agreement.

**18. Compliance**

18.1. Seller warrants that it shall duly comply with all applicable national and international laws, regulations, standards, norms, directives and codes in its actions relating to the performance of the Agreement, including all applicable laws and regulations regarding international trade, such as embargos, restrictions on imports and exports

and sanction lists. Buyer shall be entitled to occasionally perform an audit or similar investigation, or to engage a third party to perform same, to verify such compliance, and Seller shall comply promptly with Buyer's requests for information regarding such compliance.

18.2. Seller shall enter into a written agreement with its subcontractors or agents that contains terms that are at least as protective of Buyer as the present clause. Seller remains responsible for compliance of its subcontractors, agents and its personnel in all respects with clause 18.1.

**19. Labour Market Fraud (Bogus Schemes) Act**

19.1 If the Agreement may be qualified as an agreement to which the Labour Market Fraud (Bogus Schemes) Act ('*Wet Aanpak Schijnconstructies*') applies:

- (i) the Seller shall ensure that all of the relevant (national and international) laws and regulations and any applicable collective labour agreement are observed.
- (ii) the Seller shall document all arrangements under employment law entered into with employees that work for the execution of the Agreement (wage details) in a transparent and accessible manner.
- (iii) upon request the Seller shall provide access to the arrangements under employment law to the competent authority and the Seller shall cooperate in (regular) inspections, audits or wages validation ('*loonwaardering*').
- (iv) upon request of the Buyer, the Seller shall provide access to these arrangements under employment law, if Buyer deems this necessary in order to prevent back wages ('*loonvordering*') or the processing of back wages ('*loonvordering*'), pertaining to the performed work for the purpose of the Agreement.
- (v) in clear situations of abuse regarding underpayment the Buyer will endeavour to solve the problems regarding underpayment. After a signal from the employee regarding underpayment the Buyer may take action towards the concerning lower link in the chain for the purpose of payment of the outstanding wages. In this situation, the Buyer may perform an audit or wages validation ('*loonwaardering*') at the expense of the Seller. The Buyer may make further inquiries after the situation, and will demand that the conditions of execution and the contractual obligations are observed, or the

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Buyer may – at its discretion - act as a mediator where possible.

- (vi) the Seller shall indemnify the Buyer against any and all statutory entitlement to wages from employees involved in the execution of the Agreement and against the claims from the Tax Authorities and the Executive Body social security concerning taxes and social security premiums related to the labour input.
- (vii) in case the Seller does not comply with the obligations arising from this article the Buyer is entitled to terminate the Agreement with immediate effect, without being obliged to pay any compensation.
- (viii) in case of deployment of foreign seconded employees the Seller shall strictly comply with the applicable legal obligations regarding registration of work, employees, documentation of employment conditions and proof of timely wage payment and the Seller indemnifies the Buyer for back wages (*'loonvordering'*), claims and/or fines as a result of non-compliance.
- (ix) upon request of Buyer, the Seller shall provide the Buyer with a statement from its accountant to the effect that the arrangements under employment law pertaining to the execution of the Agreement are observed correctly.

## 20. Sustainability, SHE and Security

20.1 Seller complies with and acts in accordance with all applicable safety, health and environmental instructions, rules and regulations, avoids pollution of the soil and groundwater, limits air and noise pollution on the Buyer's site. Seller must arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the Buyer and/or English, to work in a safe, healthy and environmentally responsible manner. Buyer may audit these aspects. Seller shall report any irregularity with respect to safety, health and environment on the Buyer's site related to the execution of the agreement. In case of an incident Seller shall, under supervision of Buyer immediately take all measures to clean up, isolate and mitigate the impact resulting from such incident.

## 21. Set-off

21.1 Buyer shall be entitled to set off any amount it owes, for whatever reason, to Seller or to a company with which Seller is affiliated in a group, against any amounts Seller or a company with which Seller is affiliated in a group owes, for whatever reason, to Buyer or to a company with which Buyer is affiliated in a group. The parties indemnify one another and one another's group companies against claims for payment of amounts that are set off pursuant to this Article 19.

## 22. Miscellaneous

- 22.1 Should any provision of these General Conditions or the Agreement be or become void, then the remaining provisions shall remain in full force and effect. Parties agree to replace the void provision(s) by a provision of similar import, which reflects as closely as possible the intent of the original clause.
- 22.2 If Buyer refrains from demanding strict performance from Seller in respect of an obligation pursuant to these General Conditions or the Agreement, then this shall not constitute a waiver of Buyer's right to require full performance of any obligation in future.
- 22.3 Without the prior written consent of Buyer, Seller shall not be permitted to assign all or part of the Agreement. Buyer shall be entitled to assign all or part of this Agreement to a third party. Through its acceptance of these General Conditions, Seller shall be deemed to agree to such assignment.
- 22.4 Nothing in the Agreement shall be construed in such a way as to create an agency relationship, a partnership, a joint venture or an employment relationship between the parties or between Buyer and any third party.
- 22.5 The legal relationship between Buyer and Seller, as well as any agreements related thereto, shall be governed exclusively by Dutch law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) concluded in Vienna, Austria on 11 April 1980 shall not apply to such relationship or agreements.
- 22.6 All disputes between the parties shall be submitted in the first instance to the competent court in Maastricht, the Netherlands.

These General Conditions have been filed at the offices of the Chamber of Commerce in the Netherlands, under the file number of OCI Terminal Europort B.V. in the trade register: 24330420.

The Dutch-language version of these General Conditions is the only authentic version. Buyer makes an English-language translation of these General Conditions available to Sellers based outside the Netherlands. In the event of any discrepancy between the Dutch-language version of the General Conditions and the English translation thereof, the Dutch-language version shall prevail.