

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
of GreenChem Holding B.V.
Gravinnen van Nassauboulevard 95,
4811 BN BREDA, the Netherlands
(the "GTC")

Article 1.
Definitions

In these GTC:

- 1.1. Clause headings are inserted for convenience only and shall not be used in the interpretation of the GTC;
- 1.2. Unless the context clearly indicates a contrary intention, the singular includes the plural and vice versa;
- 1.3. Certain terms are defined as follows:
 - "Agreement": means all legal relationships between GreenChem and Purchaser (among them sales and delivery Agreements) to which the GTC could apply, pursuant to section 3 of the GTC.
 - "GreenChem": means GreenChem Holding B.V., based in Breda, the Netherlands, as seller of the Product.
 - "GTC": means these General Terms and Conditions for the Sale and Delivery of the Products.
 - "IBCs": means Intermediate Bulk Containers.
 - "SKU": means Stock keeping unit.
 - "Order(s)": means the order/the offer as included in the Order Form or the order of the Product (Product purchase offer) submitted to GreenChem in any other form.
 - "Order Form": means the form that GreenChem provides to Purchaser and which is filled in by the Purchaser to order the Product as well as the draft of the agreement submitted by GreenChem to the Buyer to be completed by the Buyer and passed to GreenChem.
 - "Party/-ies)": means the Buyer and GreenChem.
 - "Product": means a product delivered or sold by GreenChem to the Buyer, including, without limitation, AdBlue, Urea, SMART products, GreenStar or any tailor made equipment.
 - "Purchaser": means an entrepreneur, both natural or legal person as well as legal entity without full capacity to act in law, who acts for its business activity or for its professional activity and with whom GreenChem negotiates the sale or delivery of the Product.

Article 2.
General Provision

- 2.1. These GTC form an integral part of and are applicable to all offers, orders, order confirmations, deliveries and Agreements entered into between GreenChem and the Purchaser, if they are governed by laws of the Republic of Poland.

Article 3.
Scope of Application, Orders

- 3.1. These GTC apply to the sale and the delivery of the Products by GreenChem to the Purchaser, unless agreed otherwise in a separate Agreement between GreenChem and the Purchaser. In case of any discrepancies between Agreement and these GTC, the provisions of Agreement shall

prevail.

- 3.2. The applicability of deviating Agreement models, general terms and conditions and other similar provisions given or used by Purchaser are hereby explicitly rejected with respect to the negotiation of the Agreements and to the executed Agreements.
- 3.3. An exclusion of use these provisions of this GTC to the Agreement must be agreed upon between Parties in writing.
- 3.4. These GTC also apply to any relationships between GreenChem and the Purchaser based on the receiving by GreenChem of the Order Form that it provides to Purchaser and which is fully filled in by the Purchaser. Unless otherwise indicated in the Agreement, the GTC shall be deemed acknowledged and accepted by the Purchaser before execution of given Agreement. GreenChem shall only accept Order Forms (containing the elements indicated in this Section 3.4) received on the address of the registered office of GreenChem or on another GreenChem address in Poland if given to the Purchaser by GreenChem, by personal delivery, mail, fax or by email. In addition each Order Form must contain the following:
- Full identification of the Purchaser (business name and registered office of the Purchaser, identification number(e.g. KRS number), VAT number, contact person including his/her telephone number and email);
 - Quantity of ordered Product and SKU (bulk, IBC, drum, 51 can, 10l can);
 - Agreed price;
 - Agreed transport price and conditions/details of transport; Product delivery place and means of transport;
 - Name and signature of duly authorized representative of the Purchaser (in case an Order is received by email the name and position of the responsible representative is sufficient);

Without prejudice to the provisions of par. 3.6 below, the Agreement is concluded on the moment GreenChem accepts the Order. The Order acceptance of GreenChem is indicated in writing or in email specifying the Product, its quantity and price or by dispatch of the ordered Product to the Purchaser.

- 3.5. The Purchaser is obliged to submit GreenChem on its first request documents proving its incorporation and existence under the applicable law and authorization to conduct business activities (extract from the commercial register, VAT registration, trade license etc.). In case of any changes, the Purchaser shall deliver GreenChem such updated documents without undue delay.
- 3.6. The Order (in the Order Form, as well as in the form of the Agreement signed by the Purchaser and submitted to GreenChem by the Purchaser in order to be signed by GreenChem) is recognized as an offer in the meaning of the Civil Code, binding the Purchaser for 30 days if the Parties do not agree on different binding term. For the avoidance of any doubts the parties agree and acknowledge that:
- 3.6.1. The Order cannot be cancelled (revoked/withdrawn) within the term indicated in the sentence above;
- 3.6.2. If GreenChem does not execute the Agreement (i.e. does not sign the Order Form or other Agreement with the Purchaser, or does not commence to perform the Agreement) within the term indicated in the sentence above, the Purchaser is not bound by the Offer (and GreenChem is not obliged to execute the Agreement);

- 3.6.3. Application of the art. 661 and 682 of the Civil Code is excluded;
- 3.6.4. The Offer (the Order) of the Purchaser may be accepted by commencing by GreenChem to its performance in the term indicated in the prior sentence.
- 3.7. Unless GreenChem directly and in writing indicates otherwise, all invitations to place an offer (offer calls), advertisements, price lists, information given by GreenChem to the Purchaser before receiving of the Order by GreenChem, do not constitute an offer in the meaning of the art. 66 of the Civil Code made to the Purchaser (or for anyone else) and GreenChem is not bound by them.

Article 4. Transport

- 4.1. The transport of the Product to the delivery place shall be ensured (and paid) by GreenChem on its own cost, unless agreed otherwise in the Order, Agreement or set forth below in these GTC. The Purchaser is obliged to provide GreenChem in its Order with duly and timely instructions for transport of the Product to the delivery place. The transport instruction shall contain, without limitations, means of transport (by truck, railway or ship), delivery place and/or further specific requests for delivery. The Incoterms 2010 shall apply, in addition to these GTC, to the orders placed.
- 4.2. Unless agreed otherwise, Purchaser is obliged to provide GreenChem the transport instruction for delivery of the Product, at least :
- 24 hours prior contemplated commencement of loading the Product for transport to Purchaser, in case of shipment;
 - A day prior contemplated dispatch of the Product to Purchaser, in case of road transport or railway transport.
- 4.3. If the Purchaser fails to duly and timely deliver GreenChem the transport instruction, GreenChem shall be entitled (at its sole discretion):
- a) to dispatch the Product to the ordinary delivery place and choose the method of transport, subject to prior written or email notification to the Purchaser (sent to the address of the person who represents or represented the Purchaser in the past in the dealings with GreenChem or to the address of any member of the board, proxy or a person usually responsible for executing agreements in the area of business activity of this entrepreneurship). If there is no ordinary place of delivery, GreenChem shall be entitled to dispatch the Product to:
 - a. the railway station in place where the registered office of the Purchaser is located (if there is not any such railway station, then to the nearest railway station), in case of railway transport;
 - b. the registered office of the Purchaser, in case of road transport; and
 - c. the port in place where the registered office of the Purchaser is located (if there is not any such, then to the nearest port), in case of shipment; or
 - b) to unilaterally terminate the Agreement with immediate effect with respect to potential further sales and to products delivery in the future while the Products with respect to which the Purchaser failed to provide duly and timely transportation instructions, shall be delivered according to a) above). In such case, GreenChem is not liable for any damages of the Purchaser and GreenChem is authorized to receive full compensation for its damages (including losses of profit) from the Purchaser.

- 4.4. If the transport to the delivery place is ensured by the Purchaser, the Purchaser must provide GreenChem with (i) identification data of drivers and vehicles that will carry out the transportation, (ii) necessary documents relating to individual vehicles and (iii) powers of attorney authorizing drivers to take over the Product from GreenChem. The list of persons authorized to take over the Product shall be provided to GreenChem by the Purchaser together with its Order Form.
- 4.5. Compliance with the delivery period is subject to the timely receipt of any and all documents to be provided by the Purchaser, of necessary approvals and releases, the fulfillment of agreed conditions of payment and of any and all other obligations of the Purchaser. If the Purchaser is in delay with fulfillment of its duties and obligations pursuant to these GTC or Agreement, or if the Purchaser prevents GreenChem to deliver the Product, the sale or the delivery is deemed to be made on time when the Product is made available by GreenChem for the Purchaser to dispatch or disposition by the end of the agreed delivery period, or if dispatch has commenced by this date, and GreenChem notifies this to the Purchaser.
- 4.6. If the Purchaser is in delay with any payment obligation towards GreenChem arising from the Agreement or these GTC, GreenChem shall have the right to refuse the delivery of the Product to the Purchaser, without written warning to the Purchaser, until the entire fulfillment/satisfaction of due debts by Purchaser. In such case GreenChem retains the title of the Product, as stated in Article 10.
- 4.7. Special transport application, e. g. the packaged goods transported by truck, has to be equipped with a hydraulic hoist. This has to be requested by Purchaser in the written Order Form and will be confirmed by GreenChem in the Order acceptance.
- 4.8. Transportation of the Products is carried out according to CMR Convention. They must also comply with the rules of the Occupational Safety and fire protection and environmental protection.

Article 5. Delivery Place

- 5.1. The delivery place of the Product is agreed upon in the Agreement between GreenChem and the Purchaser, provided that, unless agreed otherwise, the place of delivery is a storage tank or storage area notified to the Purchaser by GreenChem.
- 5.2. If Parties agree that the delivery place is a storage tank or storage area determined by the Purchaser, such storage tank or storage area must be accessible for the vehicle transporting the Products without any difficulties. If, according to GreenChem's opinion, the delivery to the storage tank or storage area determined by the Purchaser cannot be carried out without difficulties (i.e. in a standard manner), GreenChem shall have the right to refuse the delivery. GreenChem is authorized to claim the compensation for damage (including costs of storage) from the Purchaser. In such case, GreenChem is not liable for any damages of the Purchaser resulting from the not duly and/or timely delivery of the Product.

Article 6.
Products Delivery

- 6.1. The delivery date of the Product is agreed upon in the Agreement between GreenChem and the Purchaser, provided that GreenChem has the right to carry out the delivery of the Products in parts, until the ordered quantity of the Products is delivered. The Purchaser shall be obliged to accept subsequent portions of the ordered Products.
- 6.2. If GreenChem does not deliver or deliver improperly (also not timely) the Products, the Purchaser shall provide GreenChem reasonable additional period for fulfillment of its duties by GreenChem, not shorter than 14 business days, which shall commence as from the day when GreenChem receives written notification from the Purchaser on provision of such additional period.
- 6.3. If the Purchaser does not take over the Products or does it improperly (also not timely), GreenChem shall be entitled to terminate the Agreement with effect as of the day of the delivery of written termination notification to the Purchaser. In such case, GreenChem is authorized to claim a compensation for damage (including losses of profit) from the Purchaser.

Article 7.
Quantity, Quality and Packaging

- 7.1. The quantity of the Product is set forth in the Agreement in agreed units of volume, weight, or quantity. If the Purchaser considers it desired, the representative of the Purchaser can be present during the weighing and measuring of the Products performed by GreenChem or have the quantities of delivered Products weighted and/or measured at his own expense. The signed CMR document is leading for all deliveries.
- 7.2. GreenChem shall be obliged to deliver the Product quality agreed in Agreement and corresponding to all requirements of applicable laws. Parameters of the Product shall be declared in the accompanying documentation.
- 7.3. If delivery of the Product is made in IBCs specifically designed for that purpose by GreenChem, the Purchaser shall be obliged to buy the number of GreenChem's IBCs required for that delivery at once of the entire batch of the products ordered by the Purchaser. The selling price of the IBCs is agreed upon between Parties in the Agreement. GreenChem shall be entitled to unilaterally change the selling price of IBCs at its sole discretion. The Purchaser shall become the owner of the IBC as of the full payment of the selling price for all the IBCs covered by the Agreement. GreenChem has no obligation to buy IBCs back from the Purchaser following the delivery.
- 7.4. If the Purchaser places a follow-up Order that requires IBCs, GreenChem shall fill in sealed IBCs that are GreenChem's property (the Product prior to delivery and exchange them (one by one) for empty IBCs that are the Purchaser's property. Such exchange of IBCs is subject to the condition that IBCs owned by the Purchaser and made available for exchange are undamaged and are considered in good condition by GreenChem. The purchase price of exchanged IBCs shall be mutually set off by GreenChem and the Purchaser in accordance with applicable legal and tax regulations.
- 7.5. BULK deliveries as agreed on in the AdBlue supply Agreements will be initialized by telemetry readings, the final delivered quantity will be determined/confirmed on delivery location, and proved by providing a CMR document.

Article 8.
Purchase Price and Payment Terms

- 8.1. The purchase price of the Product is stated by GreenChem in the Agreement. Unless agreed upon otherwise in writing, the agreed prices and rates are fixed and invariable and are stated in euros, excluding VAT and other levies or taxes imposed by the authorities. VAT is added by GreenChem to the purchase price of the Product at the moment of delivery. Other possible levies and taxes due pursuant to the sale and/or delivery of the Product are for the account of the Purchaser. Unless agreed otherwise upon in writing, the purchase price of the Product includes costs of the transport to the delivery place.
- 8.2. The Purchaser shall pay the purchase price for the Product within 15 days upon receipt of the invoice, unless agreed otherwise upon in writing. The date of payment by Purchaser is understood to be the date when the full amount of purchase price is credited by Purchaser to the respective bank account of GreenChem.
- 8.3. If the payment is made by bill of exchange, which is subject to acceptance by GreenChem, any fees and bank charges will be borne by the Purchaser.
- 8.4. If the Purchaser fails to make any payment on due date then, without prejudice to any other right or remedy available to GreenChem, GreenChem shall be entitled to charge the Purchaser interest on the unpaid amount from due date of the given payment, at the statutory interest rate from unpaid amount p.m., until payment in full is made. In addition, the Purchaser's delay in payment of the purchase price (or its part) shall be considered as serious breach of Agreement and GreenChem at its sole discretion shall have right to:
- Require payment of all other outstanding receivables towards the Purchaser, which receivables shall become due and payable (acceleration of receivables); or
 - Require advance payment for delivery (or partial delivery), in the full price amount, in reasonable period; or suspend any further deliveries of the Products to the Purchaser; or
 - Unilaterally terminate Agreement if Purchaser (i) not fulfills or improperly fulfills its payment obligations within an agreed period, or, if the term was not agreed, within another period indicated by GreenChem; and/or in case the Purchaser (ii) not pays advance payment in the full price amount within the period indicated by GreenChem. In such cases, the agreement terminates when the Purchaser receives written demand to pay any of abovementioned payments.
 - Moreover, in such cases, the Purchaser is liable for damages suffered by GreenChem, including loss of profits and costs of giving notice.
- 8.5. If GreenChem initiates extrajudicial (pre-litigation) measures, resulting from a breach by the Purchaser of its Agreement obligations, the costs are for the account of the Purchaser.
- 8.6. The Purchaser shall not be entitled to retain the payment of the purchase price for the Products (or its part) due to any of its own claims on GreenChem. The Purchaser cannot unilaterally set-off any of its claims towards GreenChem against GreenChem's claims for payment of purchase price, even if such claim of the Purchaser are based on duly and timely notification of the Products defects.

Article 9.
Credit Limit, Security

- 9.1. Parties can agree on a credit limit, if provided by GreenChem to the Purchaser. Based on such Agreement, GreenChem shall provide the Product to the Purchaser pursuant to the Purchaser's Order up to the agreed credit limit.
- 9.2. Credit limit shall correspond to the sum of unpaid receivables of GreenChem towards the Purchaser arising from the deliveries of the Product, including VAT. The credit limit shall also include future receivables of GreenChem towards the Purchaser arising from accepted Orders or executed Agreements, pursuant to which GreenChem is obliged to deliver the Product to the Purchaser in the future.
- 9.3. If Parties agree on credit limit, the Purchaser shall be obliged to provide GreenChem adequate security corresponding to the amount of credit limit. Such security shall be provided in form of pledge of assets, guarantee or issuance of blank bill of exchange (such bill of exchange being issued by the Purchaser with aval of natural person). The blank bill of exchange with missing date and sum will be deposited by GreenChem, who shall be authorized to fill in the missing information, if the Purchaser fails to fulfill its obligation from Agreement or deliveries of the Product.
- 9.4. The Purchaser is obliged to inform GreenChem immediately if an essential deterioration of Purchaser's assets or financial standing occurs.
- 9.5. If an essential deterioration of Purchaser's assets or financial standing becomes known by GreenChem after execution of Agreement, and this deterioration constitutes a ground to assume that the Purchaser will not fulfill its obligations pursuant to the Agreement, Purchaser is obliged to provide GreenChem adequate security (e.g. pledge, guarantee, bill of exchange) on its first request. If such security is not provided without undue delay after GreenChem's written request, GreenChem shall be entitled to unilaterally terminate the Agreement after the delivery of written notification to the Purchaser.
- 9.6. If the Purchaser is in delay with payment of purchase price (or its part) for Products or it does not fulfill any other obligation arising from Agreement or these GTC, GreenChem shall be entitled to satisfy its claims with the abovementioned security, i.e. enforce a pledge, summon a guarantor or fill in due amount to a blank bill of exchange. The amount due to GreenChem is deemed the amount of all unpaid receivables of GreenChem towards the Purchaser from deliveries of the Product, including appurtenances and sanctions (the equivalent of the amounts due to GreenChem as compensation for damage). Due date of bill of exchange will be the seventh day as from the day when the bill of exchange was completed.

Article 10.
Transfer of Risk, Retention of Title

- 10.1. Unless agreed otherwise by the Parties, the Product is delivered by hand over of the Product to the Purchaser in the delivery place. The risk of accidental loss and of any deterioration of the Product shall pass to the Purchaser on the moment of delivery, which means the moment that the Product is delivered to the Purchaser in the delivery place or the moment the Product is delivered by hand over to the first forwarding agent, in the event that the Product is collected by the Purchaser.

- 10.2. All deliveries by GreenChem under these GTC shall be effectuated with reservation of to the GreenChem's ownership of the Product. The supplied Product shall remain property of GreenChem until the full payment of the price for the Product and until all additional receivables of GreenChem are satisfied (satisfaction by the Purchaser of its other commitments towards GreenChem). The reservation of title to the Products shall also extend to products/assets arising from the processing of the Product supplied by GreenChem. If the Product is processed, combined or mixed, GreenChem shall acquire joint ownership of the processed and mixed Products in proportion of the value of the delivered Product to the value of new item.
- 10.3. With no prejudice to further reaching powers of GreenChem, stemming from the law (e.g. art. 552 of the Civil Code), in case of reasonable doubt that the payment capacity of Purchaser is not sufficient (or the satisfaction of the provision by the Purchaser is doubtful because of his financial situation), GreenChem is entitled to suspend performance of its obligations stemming from the Agreement, especially it may postpone the delivery of the Product until the Purchaser has guaranteed/secured payment. The Purchaser is liable for damages suffered by GreenChem as a result of the delayed payment and delayed delivery of the Product.
- 10.4. If GreenChem suspends delivery of the Product in accordance with Article 10, section 3 of these GTC (or according to the generally applicable provisions of law), the Product will remain property of GreenChem pursuant to Article 10, section 2 of these GTC.

Article 11.
Liability for Defects

- 11.1. The Parties modify the responsibility of GreenChem for warranty for defects of the Product, according to the provisions of this art. 11 of GTC.
- 11.2. The Product has defects, if the supplied quantity, quality or packaging does not comply with terms and conditions of the Agreement. The Purchaser is obliged to furnish GreenChem reliable evidences that the Product has defects.
- 11.3. The Purchaser is obliged to inspect the Product (i.e. to examine the Product) immediately after its receiving (delivery to the place indicated according to art. 5 of this GTC). If defects arise during transport, then these must be registered in the CMR document and a copy of this document has to be sent together with other documents proving the defects.
- 11.4. The visible defects or defects that can be discovered during the inspection (examination) of the Product, must be notified by the Purchaser to GreenChem in writing (e.g. by fax, telegraph, electronic mail, courier) without undue delay. If the Purchaser notifies GreenChem of any defects, the Purchaser shall send GreenChem documents from inspection of the Product with description of alleged defects and a confirmation by an independent third Party with adequate knowledge and qualifications (with adequate expertise) not later than by 4 days as from the moment of delivery. The defects that can be discovered by laboratory examination must be notified by the Purchaser to GreenChem in writing not later than 14 days as from the moment of delivery of the specified batch of Product. Without written documentation of defects the claim will not be accepted by GreenChem and the Purchaser is not entitled to require compensation for damage and other warranties.

- 11.5. The Purchaser's notification of alleged weight differences, damaged packaging or insufficient quality of Product must be accompanied with confirmation document (that confirms the Purchaser's statements), issued by an independent third Party with adequate knowledge and qualifications (with adequate experience). If the Purchaser discovers the damage of vehicle used for transportation of the Product or other circumstances leading to decrease / disappearance of the Product, the Purchaser is obliged to ask the forwarding agent (delivering specific Product batch) for reweigh of the consignment. In case of difference between the real weight and the weight of the batch of the Product indicated in transport documentation, the Purchaser and forwarding agent will prepare and sign the minutes confirming such deviation and the Purchaser's eventual claims will be asserted against the forwarding agent.
- 11.6. If the Purchaser claims that the quality of the Product is incompatible with the Agreement, the Purchaser shall be also obliged to provide GreenChem representative sample of such Product, which was withdrawn in the presence of the representative of independent controlling third Party, with adequate knowledge and controlling qualifications (with adequate experience), or, alternatively in the presence of GreenChem's representative.
- 11.7. During the period when the claims of the Purchaser are pending, the Purchaser shall refrain from any transaction with the Product, which could hinder the following control of claimed defect or make such control more difficult, unless GreenChem grants Purchaser prior written consent. For this purpose, the Purchaser must enable GreenChem inspection of defective Product.
- 11.8. The hidden defects must be notified by the Purchaser to GreenChem within the warranty period as defined in Article 13.1 of these GTC.
- 11.9. Within 4 weeks as from the receipt of Purchaser's notification on the defects of the Product, GreenChem shall inform the Purchaser whether his claims regarding the defective Product will be accepted or rejected. GreenChem shall remain, among all circumstances, his right to refuse claims of the Purchaser after the expiration of the period set forth in the preceding sentence.
- 11.10. If the claims of the Purchaser are accepted by GreenChem, the Purchaser will be entitled to require delivery of a missing Product.
- 11.11. If the Purchaser breaches its obligation to inspect (examine) the Product immediately after the moment of delivery or obligation to notify defects in accordance with these GTC, GreenChem shall be entitled to refuse the Purchaser's claims and there will be no liability of GreenChem for defects of the Product or for damages of the Purchaser caused by defects of the Product (with restriction to generally applicable provisions of law)
- 11.12. In the event of re-sale and re-delivery of the Product, the Purchaser is obliged to offer and sell the Product purchased from GreenChem under the trademarks and brands laid down by GreenChem, in pure and unmixed form. GreenChem is not liable for defects of the Product or damages of third parties in the event of re-sale and re-delivery of the Product.

Article 12.
Termination

- 12.1. Without prejudice to the rights stemming from Article 4.3. of these GTC or other GTC's provisions or binding law provisions and to the extent permitted by law, the Agreement may be dissolved by GreenChem by submitting a written statement of will, when the Purchaser is in breach of its obligations as set forth in the Agreement or these GTC's, deterioration of its financial situation, if temporary suspension of payments is requested, or if the court declares a debt arrangement applicable on request of GreenChem or a third party, or if the Purchaser by seizure, appointment of guardian or otherwise loses the possibility to dispose its assets or parts thereof. The termination is effective immediately.
- 12.2. Following the dissolution of the Agreement under Article 12 section 1 of these GTC, mutual claims of the Parties will be due immediately. The Purchaser is liable for the damage suffered by GreenChem, including loss of profits and transport costs.

Article 13.
Miscellaneous

- 13.1. Provisions, which due to their nature, are related to the events after termination of the Agreement (but stemming from the Agreement execution) remain applicable after the termination or expiration of the.
- 13.2. GreenChem is entitled to assign, cede or transfer or otherwise transfer any of its rights and obligations under the Agreement and/or the Order to third parties, according to the provisions of the Agreement or the Order.
- 13.3. In case of discrepancies between the language versions of this GTC, the Polish version shall prevail.

Article 14.
Applicable Law

- 14.1. These GTC are subject to the Polish law. The provisions of The United Nations Convention on Agreements for the International Sale of Goods signed in Vienna, April 11, 1980, (Dz.U. 1997 nr. 45 poz. 286) are not applicable to the provisions of this GTC and to the Agreements.

Article 15.
Dispute Settlement

- 15.1. All disputes arising out of or in connection with the Agreement with the Purchaser shall be finally settled by GreenChem and the Purchaser amicably.
- 15.2. If such amicable settlement is not possible, disputes which may arise between parties, as a result of their Agreement or further Agreements and other actions in connection with this GTC, such as, but not limited to, unlawful acts, undue payments and unjust enrichment, shall be resolved by the court competent court whose jurisdiction will be determined according to registered seat of GreenChem or for Wrocław, except insofar binding rules of competence determine that another court is competent.

- 15.3. A dispute is deemed to exist when one of the parties states that this is the case. Without prejudice to other terms indicate in this GTC or in the Agreement or law provisions, the Purchaser, in the widest admissible by law extent, commits to not raise claims against GreenChem after one year after the ground to rise a claim arose and the plaintiff has been aware of it.

Article 16.
Final Provisions

- 16.1. The Purchaser shall inform GreenChem not later than at the time of delivery to the Purchaser that the Product shall be transported by or on behalf of the Purchaser to another EC Member State.
- 16.2. The Purchaser acknowledges and is aware that GreenChem is committed to Code of Conduct based on the UN Global Compact Initiative. The Purchaser commits himself to comply with the principles and values set forth therein.
- 16.3. The mutual relationship between GreenChem and the Purchaser shall be governed by Agreement, these GTC, applicable legal regulations and Incoterms 2010.
- 16.4. These GTC shall become valid and effective as of 1st of June 2017 and substitutes all previous general terms and conditions of sale and deliveries issued by GreenChem.