



AdBlue®4you

General Terms and Conditions of Sale and Delivery

1. All offers shall be made free of obligation. GREENCHEM SOLUTIONS LTD– hereinafter: GREENCHEM – may withdraw its offers within five working days after acceptance.
2. If delivery is made in mobile packaging material (IBCs) specifically designed for that purpose by GREENCHEM, buyer shall be held to buy once-only the number of GREENCHEM IBCs required for the delivery. The selling price shall amount to GBP 100.00 per IBC. GREENCHEM shall be entitled to adjust the selling price at its discretion. Buyer shall be the owner of the IBC following purchase and payment. GREENCHEM shall not be held to buy IBCs back from buyer.

If buyer places a follow-up order with GREENCHEM the delivery of which requires IBCs, GREENCHEM shall be prepared to fill the IBCs that are its property prior to delivery and to exchange them one on one during delivery with the IBCs that are the buyer's property. The point of departure in this respect is that the IBCs to be reciprocally delivered, shall be in an undamaged condition and that the reciprocal selling price / purchase price shall be identical. The selling price / purchase price of the IBCs shall be set off reciprocally. The set-off statement to be made to that effect shall appear both from the order form and the invoice sent further to the order placed.

3. Payment must be made by the customer within 30 days end of month from invoice date, without any deduction, discount or set-off, unless otherwise agreed upon in writing by both parties in a specific contract. Payment must be made in the currency shown on the invoice, by means of transfer into a bank account to be indicated by the contractor. Objections to the level of the invoices sent, shall not suspend the obligation to pay.
4. If buyer has not paid in full within 30 days end of month from the invoice date at the latest, this shall have the following consequences, without any prejudice for that matter to any other rights GREENCHEM is entitled to:
 - a. all other claims on buyer outstanding at GREENCHEM shall become immediately due and payable.
 - b. GREENCHEM shall acquire the right to unilaterally terminate the agreement in whole or in part or to unilaterally terminate execution thereof in whole or in part or to suspend execution thereof in whole or in part following notice of default sent by registered mail, without any obligation to pay damages;
5. Measuring and weighing performed by GREENCHEM (with calibrated equipment) and weight statements and analyses to be provided by GREENCHEM, shall be binding on parties and shall be decisive for the quantities delivered. If so desired, buyer can be represented at the weighing and measuring to monitor the process (or have it monitored) or to have the quantities delivered measured and/or weighed at his own expense.
6. If not otherwise agreed upon, the location where the transport vehicle (tank car) is unloaded / discharged into buyer's storage tank or at buyer's storage site, or into a storage tank or at a storage site to be designated by buyer, shall be considered to be the location where the



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product AdBlue is delivered, unless transport occurs for buyer's account and risk, in which case the location where the transport vehicle is loaded shall be considered to be the location of delivery. The storage tank or storage site must be accessible to the transport vehicle without difficulty. If, in GREENCHEM's opinion, the aforementioned delivery cannot be carried out without difficulty and/or on its own in a normal manner, GREENCHEM shall be at liberty not to make the delivery.

7. Without prejudice to buyer's obligation to pay, GREENCHEM shall not be held, among other things, to unload / discharge if buyer – if in fact deemed necessary by GREENCHEM – does not ensure in due time the presence of a discharging option (to deposit the product in the tanks).
8. Unless explicitly otherwise agreed upon in writing, the delivery time stated shall not constitute a term to be observed on penalty of forfeiture of rights. Hence, GREENCHEM must be given a written notice of default in the event of non-timely delivery. GREENCHEM shall not be liable for delays in delivery regardless the cause.
9. With respect to the transport, storage, use or application of the products delivered, GREENCHEM shall depart from normal circumstances and assume that persons with relevant expertise are committed. Buyer must explicitly inform GREENCHEM in advance of any situation out of the ordinary. GREENCHEM shall not be liable for the consequences of transport, storage, use or application by non-expert staff or in abnormal circumstances. GREENCHEM shall equally not be liable if any advice – general and/or specific – potentially to be given by GREENCHEM regarding the transport, storage, use or application of the products delivered, is not strictly complied with by buyer or third parties. Buyer shall indemnify GREENCHEM against any liability for damage as referred to in the present article and which may arise due to other than strict compliance by buyer or the people buyer is responsible for with the advice – general and/or specific – given by GREENCHEM on the transport, storage, usage or application of the products.
10. In the event of re-sale / re-delivery, buyer shall always offer and sell the product AdBlue purchased from GREENCHEM under the brands and specifications laid down by GREENCHEM, in a pure and unmixed form.
11. GREENCHEM shall guarantee that the product AdBlue to be delivered by it to buyer, shall meet the DIN 70070 standard at the time of delivery. In so far as delivery of the product AdBlue is concerned, GREENCHEM's liability vis à vis buyer shall in all cases be limited to compliance with aforementioned guarantee. GREENCHEM shall guarantee the filling equipment to be delivered by it to buyer – with everything said equipment includes – against design and manufacturing defects for a period of one year following delivery to buyer. In so far as delivery of filling equipment (with everything said equipment includes) is concerned, GREENCHEM's liability vis à vis buyer shall in all cases be limited to compliance with aforementioned guarantee. If buyer rightly invokes said guarantee against GREENCHEM, GREENCHEM shall only be held to re-deliver or repair the defective product free of charge. Direct or indirect consequential damage including lost profits and damage due to delays / stoppage, shall be excluded in all cases.



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12. If the product AdBlue has been delivered, buyer shall be under the obligation to inspect the product immediately upon or after delivery. Complaints regarding the delivery, including complaints about deviations in the quality of the product delivered, must be reported immediately in writing by buyer to GREENCHEM, but not later than within 8 days from delivery, failing which all possible claims pursuant to article 21 shall lapse for buyer.
13. Complaints regarding an invoice sent by GREENCHEM, must be submitted in writing by buyer within 21 days from the date of invoice, failing which all of buyer's claims in this respect shall lapse, having due regard to the general guarantee conditions.
14. GREENCHEM shall be under no obligation to accept return shipments, unless GREENCHEM has given its prior consent in writing to that effect.
15. GREENCHEM shall remain the owner of the products delivered or to be delivered as long as GREENCHEM's claim regarding the consideration pursuant to the agreement has not been paid. GREENCHEM shall equally remain the owner of the products delivered or to be delivered as long as buyer has not paid for the activities carried out or still to be carried out under the agreement and as long as buyer has not paid claims pursuant to failure to comply with such agreements, including claims relating to penalties, interest and collection or other costs. The risk relating to the products delivered shall, however, transfer to buyer at the time of delivery.
16. If any provision of the present General Terms and Conditions of Sale and Delivery or any part thereof is or should become contrary to any provision of buyer's purchase conditions, the present General Terms and Conditions of Sale and Delivery shall prevail, to the extent not explicitly otherwise agreed upon in writing.
17. At all times before an agreement is completed, GREENCHEM shall be entitled to demand that buyer provide security for the fulfilment of all of his obligations pursuant to the agreement, if buyer's financial situation constitutes a ground to assume that he will not fulfil his obligations pursuant to the agreement, in the absence of which GREENCHEM shall be entitled to cancel the whole of the agreement or the part thereof still to be executed, without being held to pay any damages.
18. GREENCHEM shall at all times be entitled to prematurely terminate the whole of the agreement and/or the part thereof not yet executed, giving 30 days notice, without judicial intervention and without being held to pay buyer any damages.
19. GREENCHEM shall not be liable for the non-fulfilment or the overdue or improper fulfilment of its obligations, if, in so far as and as long as said fulfilment of its obligations has been wholly or partially, permanently or temporarily delayed, impeded or hindered by force majeure, which shall be the case in, among others, the following cases: - compliance with a regulation or request of a government agency, a port, local or other authority, or any body or person that has indicated that he/she is such an agency or acts on behalf of such an agency; - hindrances, limitations or impediments regarding the manufacture and/or supply (including the replacement of supply lines) and/or the import of raw materials or additives for the products sold and/or relating to the manufacture of those products and/or the transport thereof to the delivery location (including non-performance or overdue performance by suppliers); - facts and/or circumstances which GREENCHEM could not foresee or should not have foreseen in reason and which have such an effect that, if GREENCHEM had been aware of those facts and/or circumstances, it would not have entered into the agreement to deliver or would have entered into it on different conditions.



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20. The circumstances referred to in article 19 shall in any event include: war, mobilisation, rebellion, boycott, destruction, epidemics, natural disasters, extreme weather conditions, strike, fire, the forced discontinuation of operations, extreme traffic or transport delays, drastic price increases which cannot be charged on and furthermore all other circumstances that have a disrupting effect on the usual business operations of GREENCHEM or those of its suppliers.
21. GREENCHEM shall inform buyer as soon as possible of the facts and circumstances referred to in articles 19 and 20 and – if possible – state whether, to what extent and on which conditions it shall continue the deliveries.
22. In the event of FOB and CFA deliveries and in view of the application of the 0% VAT rate in connection with an intra-Community delivery, buyer must confirm to GREENCHEM in writing no later than at the time of delivery, that the products shall be transported by or on behalf of buyer to another EC Member State, without prejudice to GREENCHEM's right to request further information or documentation prior to applying said rate.
23. GREENCHEM and all companies affiliated with it in a group (and which are represented by GREENCHEM in this regard) shall be entitled to set off all debts which they have vis à vis buyer at any time, against all claims which GREENCHEM or the aforementioned companies affiliated with GREENCHEM would prove to have then on buyer, just as GREENCHEM shall be entitled to set off its claims against aforementioned debts.
24. Unless otherwise agreed upon in writing, UK law exclusively shall apply to all agreements concluded by GREENCHEM and all disputes arising therefrom.
25. All disputes between parties shall be settled in the first instance by the competent court in the United Kingdom according to the usual rules of competence.
26. If, for whatever reason, any provision of the present General Terms and Conditions of Sale and Delivery is wholly or partially invalid, the other provisions of the agreement and the present General Terms and Conditions of Sale and Delivery shall remain in full force, while, with respect to the invalid provision, parties shall be deemed to have agreed on a legally valid provision which is the closest possible to the tenor of the invalid provision.