



## 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 certain terms are defined as follows:

- **"Agreement"**: all legal relationships between GreenChem and Purchaser to which the GTC apply, pursuant to section 3 of the GTC
- **"GreenChem"**: GreenChem Holding B.V. as seller of the Product
- **"GTC"**: these General Terms and Conditions
- **"IBCs"**: Intermediate Bulk Containers
- **"Order(s)"**: the order according to article 3.3 of these general terms
- **"Party(ies)"**: as defined in the Agreement
- **"Product"**: a product delivered or sold by GreenChem, including, without limitation
- **"Purchaser"**: any natural or legal person who acts for its profession or for its business and with whom GreenChem negotiates the sale and delivery of the Product

### Article 2.

#### General Provision

These GTC form an integral part of and are applicable to all offers, Order confirmations, deliveries and Agreements entered into between GreenChem and the Purchaser.

### Article 3.

#### Scope of Application, Orders

- 3.1. These GTC apply to all current and future sales and the deliveries of the Product and/ or services by GreenChem to the Purchaser. In case of any discrepancies between Agreement and these GTC, the provisions of Agreement shall prevail.
- 3.2. The applicability of deviating terms and conditions of Purchaser are explicitly rejected.
- 3.3. These GTC also apply to any relationships between GreenChem and the Purchaser based on the acceptance by GreenChem of the Order that it provides to Purchaser. The GTC shall be deemed acknowledged and accepted by the Purchaser. GreenChem shall only accept Order Forms received on the address of the registered office of GreenChem by personal delivery, mail, or by email. Each Order must contain the following:
  - quantity of ordered Product;
  - agreed price;
  - agreed transport price and conditions of transport;
  - Incoterms;
  - delivery place, time and means of transport;
  - name and signature of responsible representative of the Purchaser (in case an Order is received by email the name and position of the responsible representative is sufficient);

3.4 The Agreement is concluded on the moment GreenChem accepts the Order in the Order Form of the Purchaser. The Order acceptance of GreenChem is indicated in writing 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.

### Article 4

#### Transport

- 4.1. The transport of the Product to the delivery place shall be ensured by GreenChem on its own cost, unless agreed otherwise in the Order Form, 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 FCA 2010 shall apply, unless agreed otherwise.
- 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;
  - 2 days 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:
  - (a) to dispatch the Product to the ordinary delivery place and choose the method of transport, subject to prior written notification to the Purchaser. If there is no ordinary place of delivery, GreenChem shall be entitled to dispatch the Product to:
    - 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;
    - the registered office of the Purchaser, in case of road transport; and
    - 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 after the delivery of written notification to the Purchaser. In such case, GreenChem is not liable for any damages of the Purchaser and GreenChem is authorized to claim the compensation for its damages (including loss 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 of drivers and vehicles that will carry out the transportation, (ii) necessary documents relating to individual vehicles. The list of persons authorized to take over the Product shall be provided to GreenChem by the Purchaser together with its Order Form. If the Purchaser is picking up the Product he needs to be in compliance with ISO 22241.
- 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 delivery is deemed to be on time if the Product is made available by GreenChem for 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 of due financial obligations by Purchaser. In such case GreenChem retains the title of the product, as stated in Article 9.
- 4.7. Special transport application, e.g. the packaged goods transported by truck, has to be equipped with a hydraulic hoist. This must be requested by Purchaser in the written Order Form and will be applied if agreed upon by GreenChem in the Order confirmation.
- 4.8. Transportation 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 transport vehicle 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 at its sole discretion. 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 timely delivery of the Product.

#### **Article 6.** **Delivery Date**

- 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 Product in parts until the ordered quantity of the Product is delivered. The Purchaser shall be obliged to accept partial deliveries of the Product from GreenChem.
- 6.2. GreenChem is entitled to suspend the transport of the Product until full payment has been received on their bank account.
- 6.3. If GreenChem does not duly and timely deliver the Product, the Purchaser shall provide GreenChem reasonable additional period for fulfillment of its duties, 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.
- 6.4. If the Purchaser does not duly and timely take over the Product, GreenChem shall be entitled to unilaterally terminate the Agreement after the delivery of written notification to the Purchaser. In such case, GreenChem is authorized to claim the compensation for damage (including loss of profit) from the Purchaser.

#### **Article 7.** **Quantity, Quality and Packaging**

- 7.1. GreenChem shall be obliged to deliver the Product quality agreed in Agreement and corresponding to all requirements of applicable laws. The CMR or POD (proof of delivery) document or delivery note is leading for all deliveries. Parameters of the Product shall be declared in the accompanying documentation.
- 7.2. 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. The Purchaser shall become the owner of the IBC as of the full payment of the selling price. GreenChem has no obligation to buy IBCs back from the Purchaser following the delivery.
- 7.3. If the Purchaser places a follow-up Order that requires IBCs, GreenChem shall fill 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.



## **Article 8.**

### **Purchase Price and Payment Terms**

- 8.1. 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 upfront. GreenChem is entitled to suspend the transport of the Product until full payment has been received on their bank account.
- 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, 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); and
  - require full advance payment for delivery (or partial delivery) in reasonable period; or
  - suspend any further deliveries to the Purchaser; or
  - unilaterally terminate Agreement if Purchaser not fulfills its payment obligations within a reasonable period after GreenChem notified the Purchaser in writing or if Purchaser fails to provide full advance payment within a reasonable period of time in accordance with this article.In such case, the Purchaser is liable for damages suffered by GreenChem, including loss of profits and costs of giving notice.
- 8.5. If the Purchaser is in default GreenChem has the right to increase the amount due with the extrajudicial collection costs. The extrajudicial costs are 15% of the invoice amount. The extrajudicial costs are due immediately.
- 8.6. The Purchaser shall not be entitled to retain the purchase price (or its part) due to any of its own claims towards GreenChem. The Purchaser cannot unilaterally set-off any of its claims towards GreenChem against GreenChem's claim for payment of purchase price, even if such claims are based on duly and timely notification of the Product's defects.
- 8.7. Price adjustments: When a (framework) Agreement for the delivery of the Product and/or related services concluded between the Parties is valid, GreenChem is committed to accepting and executing Orders from the Purchaser according to the pricing included in the Agreement and or a renewal of such agreement for the duration thereof, unless there is a major increase in the costs of one or more of the raw materials, transport or the labor costs, that go in to producing the Product. A

major cost increase shall be regarded for the purposes of the Agreement as an increase of 20% or larger in the price of one of the raw material(s) or in the price of transport, labor that lasts for more than two weeks, from the levels from the date of the agreement. In the event of a major cost increase, GreenChem can send a written notice containing a temporarily increased pricing schedule that will come into effect after 7 days after the day on which the notice was sent. If Purchaser is unwilling to agree to the increased pricing schedule, GreenChem will be allowed to suspend within 48 hours all its commitments under the Agreement and/or terminate it without becoming liable for damages of any kind."

## **Article 9.**

### **Transfer of Risk, Retention of Title**

- 9.1 Unless agreed otherwise, 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.
- 9.2 All deliveries by GreenChem under these GTC shall be effectuated with reservation of title to the Product. The supplied Product shall remain property of GreenChem until the purchase price and all additional receivables towards the Purchaser are paid in full to GreenChem. The reservation of title shall also extend to products 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 ensuing products in proportion of the value of the delivered Product to the value of new item. The ownership of the Product passes to the Purchaser upon fulfillment of its obligations towards GreenChem.
- 9.3 If GreenChem has reasonable doubt that the payment capacity of Purchaser is not sufficient, GreenChem is entitled to postpone the delivery of the Product until the Purchaser has guaranteed payment. The Purchaser is liable for damages suffered as a result of the delayed delivery of the Product.
- 9.4 If GreenChem delays delivery of the Product in accordance with Article 9 section 3 and article 6 section 2 of these GTC, the Product will remain property of GreenChem.

## **Article 10.**

### **Liability for Defects**

- 10.1 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.
- 10.2 The Purchaser is obliged to inspect the Product immediately after the moment of delivery. If defects arise during transport, then these must be registered in the transport or CMR/POD document and a copy of this



- document has to be sent together with other claim records.
- 10.3 The visible defects or defects that can be discovered during the inspection must be notified by the Purchaser to GreenChem in writing (e.g. mail, electronic mail, and 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 controlling Party (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. Without written documentation of defects the claim will not be accepted by GreenChem.
- 10.4 The Purchaser's notification of alleged weight differences, damaged packaging or insufficient quality of Product must be accompanied with confirmation issued by an independent controlling Party (with adequate expertise). If the Purchaser discovers the damage of vehicle used for transportation of the Product or other circumstances leading to disappearance of the Product, he will be obliged to ask the forwarding agent for reweigh of the consignment. In case of deviation from the weight of consignment indicated in transport documentation, the Purchaser and forwarding agent will sign the minutes confirming such deviation and the Purchaser's eventual claims will be asserted against the forwarding agent.
- 10.5 If the Purchaser claims insufficient quality of the Product, he shall be also obliged to provide GreenChem average sample of such Product, which was withdrawn in the presence of independent controlling Party, or, alternatively, in the presence of GreenChem's representative.
- 10.6 During the period when the claims of the Purchasers 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.
- 10.7 The hidden defects must be notified by the Purchaser to GreenChem within the warranty period as defined in Article 12 of these GTC.
- 10.8 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.
- 10.9 If the claims of the Purchaser are accepted by GreenChem, the Purchaser can require either delivery of a missing Product or Product free of defects or discount from the purchase price as far as the Product is defective.
- 10.10 If the Purchaser breaches its obligation to inspect the Product immediately after the moment of delivery or 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
- 10.11 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. In case of modifying (including: repackaging) our Product, the Purchaser is not allowed to use our trademarks and brands. 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 11 Termination**

- 11.1 Without prejudice to Article 4.3. of these GTC, the Agreement is dissolved without judicial intervention after a written statement of GreenChem when the Purchaser is in breach of its obligations as set forth in the Agreement and/or these GTC's, is declared bankrupt, if temporary suspension of payments is requested, or if the court declares a debt arrangement applicable on request of GreenChem or an individual, or if the Purchaser by seizure, appointment of guardian or otherwise loses the possibility to dispose its assets or parts thereof, unless the guardian or executor acknowledges the obligations of the Agreement as debts of estate.
- 11.2 Following the dissolution of the Agreement under Article 11 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 12 Warranty and Limitation of Liability**

- 12.1 GreenChem warrants to the Purchaser that the product AdBlue has customary qualities for the period of 6 months as from the moment of delivery. In case of other product it depends on the technical specification.
- 12.2 For AdBlue hardware products the warranty period can alternate from these general term and conditions depending on the type of product. The applicable period shall than be agreed on in the GreenChem offer or in the Datasheet of the product.
- 12.3 In case of defects, GreenChem may only be liable for damages that occur during the warranty period resulting from defects of the product as described in Article 10 of these GTC, unless damages result from the fact that the Purchaser did not use the Product in a proper manner or is otherwise to blame.
- 12.4 GreenChem's total liability (whether contractual, in tort or otherwise) shall be for direct damages only and shall not exceed the revenue paid to GreenChem by Purchaser under the Agreement during the 12 (twelve) months period immediately preceding the date when such liability arises. In no event shall GreenChem's total liability for any loss by death or bodily injury of for any



material damage to property exceed EUR 5,000 per event, a series of connected events being considered a single event.

12.5 Any liability on GreenChem's part for indirect damage, including consequential damage, loss of profit, loss of savings, loss of goodwill, damage to its reputation, damage resulting from business interruptions, damage resulting from claims filed by the Purchaser's customers, mutilation or loss of data, damage relating to the use of goods, materials or software of third parties prescribed by the Purchaser to GreenChem, damage relating to the hiring of suppliers prescribed by the Purchaser to GreenChem and all other forms of damage not covered by Article 12, on any basis, will be excluded.

12.6 GreenChem shall provide the Purchaser with proper instructions regarding the transport, storage or use of the Product. GreenChem shall not be liable for any damage caused as a result of non-compliance by Purchaser, its agents, employees or subcontractors with instructions (general and/or specific) provided by GreenChem.

12.7 GreenChem shall not be liable for non-fulfillment or overdue or improper fulfillment of its obligations, as long as such fulfillment has been fully or partially, permanently or temporarily, delayed, impeded or hindered by force majeure as meant in section 6:75 of the Dutch Civil Code, including, without limitation, any of the following: (i) any war, revolution, pandemic, embargo, riot, civil disorder, terrorist act, sabotage, accident, act of god or act of governmental authority (including, without limitation, administrative actions, rules, regulations or legislation), strike, fire, flooding, earthquake, supplier shortage or industrial dispute with a third party, which is beyond the control of GreenChem and which makes it impossible or manifestly impracticable for GreenChem to perform its obligations referred to in Agreement with the Purchaser or these GTC or to procure their performance, or (ii) any other event, which is beyond the control of GreenChem and which makes it impossible or manifestly impracticable for GreenChem to perform its obligations referred to in Agreement with the Purchaser or these GTC or to procure their performance ("**Force Majeur Event**").

12.8 GreenChem shall inform the Purchaser about occurrence of any event specified in Article 12.7 herein as soon as possible and, if possible, provide the Purchaser with information to what extent and on which conditions it shall continue with the deliveries of the Product. GreenChem shall not have any liability to the Purchaser in respect of the termination of the Agreement as a result of a Force Majeur Event.

12.9 GreenChem shall have the right to withdraw from the Agreement if any event specified in Article 12.7. of these GTC occurs.

12.10 Defects must be mentioned by Purchaser directly after they occurred and no later than 6 weeks after they occurred. If the claim is not send by registered mail to the known address of GreenChem within 6 weeks after the claim occurred the claim expires.

### **Article 13 Miscellaneous**

13.1 Provisions, which due to their nature, are intended to remain applicable after the end of the Agreement shall survive the termination of the Agreement.

13.2 GreenChem is entitled to assign, cede or transfer or otherwise dispose of any of its rights and obligations under the Agreement and/or the Order to Third parties, provided that GreenChem shall give the Purchaser prompt written notice of such assignment, cession, transfer or disposal.

### **Article 14 Applicable Law and dispute settlement**

14.1 These GTC are subject to the Dutch law. The Vienna Sales Convention (the United Nations Convention, Vienna, April 11, 1980, Trb. 1981, 184 and 1986, 61) is not applicable.

14.2 The court of Breda is the competent court for legal disputes.

### **Article 15 Final Provisions**

15.1 The Purchaser shall inform GreenChem not later than at the time of delivery that the Product shall be transported by or on behalf of the Purchaser to another EC Member State

15.2 The Purchaser acknowledges and is aware that GreenChem is committed to Code of Conduct based on the UN Global Compact. The Purchaser commits himself to comply with the principles and values set forth therein

15.3 The mutual relationship between GreenChem and the Purchaser shall be governed by Agreement, these GTC, applicable legal regulations and INCOTERMS 2020.