General Terms and Conditions of Sale - Solenis UK Ltd.

Article 1 - General

1. The General Terms and Conditions of Sale contained herein ("the General Conditions") shall apply to 1) all offers, quotations and Order Confirmations as hereinafter defined issued by Solenis Limited or any affiliate thereof ("Supplier") and 2) all Agreements as hereinafter defined between Supplier and any prospective buyer ("Buyer").

2. Offer to Supplier shall mean any proposal by Supplier to sell or supply to Buyer the products and/or services described therein. "Purchase Order" shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.

3. An Agreement ("Agreement") shall be entered into if and when the (i) Supplier has confirmed the Agreement and accepted the related Purchase Order in writing by means of an Order Confirmation, or (ii) if no Order Confirmation is delivered by Supplier within the terms of the related Offer and the Buyer did not immediately object to this in writing, and then a Purchase Order shall be not binding on Supplier.

4. Supplier shall not be bound by or make offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence.

5. Cancellation of a Purchase Order and General conditions returned for credit shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.

6. Upon acceptance of the General Conditions as an integral part of the Agreement, unless Supplier expressly agrees otherwise in writing, the Order Confirmation, Agreement and General Conditions shall prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer. No variations or waivers relating to the Order Confirmation, Agreement or General Conditions shall be valid unless agreed to in writing by Supplier.

Article 2 - Prices

1. At any time before the conclusion of an Agreement, all of Supplier's offered, quoted, published or notified prices are non-binding and are subject to alteration at any time without prior notice and, without prejudice to the unlimited and unconditional right given by any governmental or other authority of any country to impose a tax, duty, levies, or tax charges.

2. Unless expressly stated otherwise in the Agreement, all prices are quoted exclusive of all duties, taxes, levies, packaging and carriage and based upon delivery "Ex Works", according to the Incoterms 2010.

3. All sales shall be invoiced (i) inclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable upon export; and (ii) at any time after the applicable products and/or services have been dispatched or supplied by Supplier or at such other times as may be specified in the Agreement or otherwise agreed by Supplier and Buyer in writing.

Article 3 - Payment

1. All payments shall be made in the currency stated in the invoice, within the time period stated on the invoice or otherwise as may be specified in the Agreement or otherwise agreed by Supplier and Buyer in writing. Supplier reserves the right to require full or partial payment in respect of any products or services in advance of the delivery or performance of the services or otherwise approved by Supplier in writing. All payments are due and payable immediately upon receipt of an invoice by Supplier together with interest at the rate of 15% per annum (calculated daily) after the date due until actual date of payment.

2. Buyer shall inspect the products and/or services immediately for quality and quantity upon delivery thereof by Supplier. Supplier shall be liable for all damages and losses (including legal fees) incurred in collecting overdue payments. Supplier may also withhold or delay the supply of products and services and Buyer shall not be bound by or make offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into existence.

3. Buyer shall inspect the products and/or services immediately upon delivery.

4. Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall constitute the effective date of the payment.

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6. Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall constitute the effective date of the payment.

Article 4 - Delivery, Title and Risk

1. The Incoterms 2010 or its subsequent modifications published by the International Chamber of Commerce, and any specific product delivery conditions stated in the Agreement, shall apply to all deliveries made under the Agreement. In case of any conflict between Incoterms and any terms of the Agreement the latter shall prevail.

2. Supplier shall make every endeavor to deliver products and/or services within the delivery time specified in the Agreement or otherwise agreed by Supplier and Buyer in writing, but Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make deliveries in parts.

3. No representation or guarantee shall govern unless proven to be incorrect.

4. Buyer shall inspect the products and/or services immediately for quality and quantity upon delivery thereof by Supplier.

5. Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall constitute the effective date of the payment.

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Article 5 - Packages

1. If under the Agreement packaging of products remains property of Supplier or is to be returned to Supplier, Buyer must return them at his risk and account empty to the destination indicated by Supplier and must inform Supplier of the date of dispatch. No packages returned in good order and condition within a reasonable period specified by Supplier shall be paid for by Buyer at Supplier's standard replacement cost.

2. Supplier shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall constitute the effective date of the payment.

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Article 6 - Water Treatment Services

1. In case the Supplier provides water treatment services:

   i. the Buyer guarantees that it has provided the Supplier with complete and accurate information required for the preparation of the offer and the performance of the Agreement. The Supplier shall provide the Buyer with a written report and proof of all products and services supplied by the Supplier shall be paid to the Buyer.

   ii. Buyer shall inspect the monitoring, product doseaging and other instructions and recommendations with respect to the water treatment and the Buyer shall refrain from any acts interfering with the Supplier's water treatment services.

   iii. Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall constitute the effective date of the payment.

   iv. Buyer shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall constitute the effective date of the payment.

Article 7 - Confirmation, Agreement and General Conditions

1. In case of any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively governed by the laws of the country of Supplier’s domicile.

2. Any disputes arising from agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Solenis’s domicile.


Article 11 - Liability

1. Subject to Article 12, any liability on the part of the Supplier, contractual or otherwise, shall be limited to:

   a. the amount of the contract price;

   b. 50% of the aggregated value invoice, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier’s receipt of Buyer’s written claim notice of any claim for any damages.

   c. any other liability arising from liability for any special damages, or loss of profit, revenue and damage to rating or goodwill.

2. The Supplier shall indemnify and hold harmless the Buyer from any third party claims made in connection with the implementation of any Agreement.

3. Subject to Article 11, Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue and damage to reputation or goodwill).

4. Nothing shall restrict Supplier’s liability for death or personal injury caused by the negligence of Supplier’s or its employees.

5. Supplier shall be in default by operation of law without any notice of default being required. The date reported on Supplier's bank statements shall constitute the effective date of the payment.

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