Article 1 - General

1. The General Terms and Conditions of Sale contained herein (“General Conditions”), shall apply to 1) all offers, quotations, order confirmations issued by Solenis Netherlands B.V., or any affiliate thereof (“Supplier”) and 2) all Agreements as hereinafter defined between Supplier and any (prospective) buyer (“Buyer”).

2. “Order Confirmation” shall mean the written confirmation 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 (i) the Supplier has confirmed the Agreement in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and the Buyer did not immediately object to this in writing.

4. Supplier may withdraw its offers and quotations without notice and without stating any reason at any time before an Agreement between Supplier and the Buyer comes into existence.

5. Cancellation of a Purchase Order and products and/or services returned for credit shall be accepted by Supplier only if the order has been open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the date of the order. Unilateral cancellation by Buyer within such period shall not be valid.

6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

Article 2 - Prices

1. At any time before the conclusion of an Agreement, all of Supplier’s quoted, offered, published or notified prices are non-binding and are subject to alteration at any time without prior notice and Buyer is not permitted to be able to reflect any increase in cost caused by Supplier caused by the imposition or levying by any governmental or other authority of any country of any import or other duty, tax or charge.

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

3. All sales shall be invoiced inclusive of all applicable duties, taxes, levies and other charges as well as the costs of carrying out customs formalities payable on export.

Article 3 - Terms of Payment

1. All payments shall be made in the currency stated on the invoice, within the agreed time period, without any deduction or set-off for any reason whatsoever, unless specifically otherwise agreed in the Agreement. Supplier shall be entitled to suspend obligations.

2. Without prejudice to any other contractual or statutory rights of Supplier. Supplier may charge interest on any overdue payments at the rate of 15% per annum from the date due until the actual date of payment. Buyer shall also be liable for all judicial and extra-judicial collection costs.

3. If Buyer fails to make payment within the agreed time period, 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 be deemed to constitute the effective date of 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 will make every endeavor to deliver products and/or services within the agreed delivery time. Supplier shall not be liable for failure to do so for any reason. Supplier is entitled to make partial deliveries.

3. Supplier’s weights and measurements shall govern unless proven to be incorrect.

4. Buyer shall inspect the products and/or services and have the right to reject them in whole or in part, if upon delivery the title and risk will have been transferred to the Buyer. In doing so, the Buyer shall follow the monitoring, product dosing 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.

5. The Buyer shall be responsible for any and all taxes, levies and/or charges that may be required to operate the water treatment equipment and to store and use the products supplied by the Supplier at the Buyer’s facilities. The Buyer is responsible for all information and documentation provided to any authorities, even if the Supplier has provided this information and/or documentation at Buyer’s request to the authorities and/or the Buyer.

Article 7 - Equipment

1. Any agreements and documents to which these General Conditions apply shall be exclusively submitted to the competent courts of Solenis’ domicile.

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