



General sales and delivery conditions

Of RMC Lubricants B.V., located in (6031 TR) Nederweert, on the Nikkelstraat 4, hereinafter referred to as "RMC"

Article 1: General

1.1

These conditions apply to every offer, quotation and agreement between RMC and a third party, hereinafter referred to as "customer", as far as these conditions have not explicitly and in writing been deviated by the parties.

1.2

The applicability of any purchase or other conditions of the customer is explicitly rejected.

1.3

If one or more provisions in these general conditions are at any time completely or partially void or are destroyed, the rest of these general terms and conditions remain fully applicable. RMC and customer will then enter into consultation in order to introduce new provisions to replace the voided or destroyed provisions, while remaining the purpose and intentions of the original provisions as much as possible.

Article 2: quotations and offers

2.1

All quotations and offers of RMC are without obligation. A quotation or offer is cancelled if the product to which the quotation or offer relates to has become unavailable in the meantime.

2.2

The prices mentioned in a quotation or offer are excluding VAT and other governmental taxes, possible costs made in the context of the agreement, including travel and accommodation, shipping and administrations costs unless indicated otherwise.

Article 3: delivery time and delivery

3.1

Exceeding the delivery time, for whatever reason, never obliges RMC to compensate for the damage suffered by the customer or third party unless the exceedance is caused by intention or gross negligence by RMC. Delivery is ex works from RMC.

3.2

The customer is obliged to accept the goods at the moment that they are made available to them. If the customer refuses to take the goods or is negligent with the provision of information or instructions necessary for delivery, RMC is entitled to store the goods at the expense and risk of the customer, as well as carrying out the agreement in different phases and to invoice the already executed part separately.

3.3

If RMC agrees on a fixed price with customer, then RMC is nevertheless at all times entitled to increase this price without the customer being entitled to terminate the agreement for this reason, in the event that the increase in price results from a power or obligation in accordance with the law or regulations or finds its cause in an increase in price of raw materials, wages etc. or on other grounds involved of the agreement which were not reasonably foreseeable.

Article 4: Suspension, dissolution and interim termination of the agreement

4.1

RMC is entitled to suspend the fulfilment of the obligations or to terminate the agreement if:

- The customer does not fulfil the obligations of the agreement or not completely or not on time;
- RMC has become aware, after the conclusion of agreement, of circumstances which give good



grounds to fear that the customer will not fulfil his obligations;

-The customer was requested at the conclusion of the agreement to provide security for the fulfilment of his obligations in the agreement and this security is not provided or is insufficient.

4.2

RMC is entitled to terminate the agreement if due to delay on the part of the customer it can no longer be expected from RMC that he will fulfil the agreement against the originally agreed conditions.

Article 5 calamity

5.1

RMC is not obliged to fulfil any obligations towards the customer if he is prevented from doing so as a result of a circumstance which is not due to fault and not under law, a legal act or are generally accepted views for his account.

5.2

Calamity in these general conditions means, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen on which RMC cannot exert influence, yet RMC is unable to meet its obligations. Strikes in the company of RMC or of third parties included. RMC also has the right to invoke calamity if the circumstance which prevents (further) performance of the agreement occurs after RMC should have fulfilled its obligation.

5.3

RMC can suspend the obligations from the agreement during the period that the calamity continues. If this period lasts longer than two months, then each of the parties is entitled to terminate the agreement without any obligation to compensate the other party for the damage.

5.4

As far as RMC is concerned at the time of start of occurrence of the calamity the obligations of the agreement have been partially fulfilled in the meantime or will be able to fulfil them, and the part that has met or the part that will be fulfilled will have independent value, RMC is entitled to invoice the part that has already been fulfilled or will be fulfilled separately. The customer is obliged to pay this invoice as if there was a separate agreement.

Article 6: payment and collection costs

6.1

Payment must be made within 14 days after the invoice date, in a manner to be specified by RMC in the currency in which the invoice is made, unless otherwise is indicated in writing by RMC. RMC is entitled to invoice periodically.

6.2

If the customer defaults in the timely payment of an invoice, then the customer is legally in default. The customer will then owe an interest of 5% per month, unless the statutory commercial interest is higher, in which case the statutory commercial interest is owed. The interest on the due amount will be calculated from the moment that the customer is in default until the moment of payment of the full amount due.

6.3

RMC has the right to use the payments made by the customer to reduce the costs in the first place, then deduct it from the interest still due and finally to reduce the principal sum and the current interest.

6.4

RMC is allowed, without being in default, to refuse a payment offer, if the customer indicates a different order for the allocation of the payment. RMC can refuse full payment of the principal sum, if the open and current interest and collection costs are also not met.



6.5

The customer is never entitled to set off the amount due to RMC.

6.6

Objections against the amount of an invoice do not suspend the payment obligation. If the customer is in default in the (timely) fulfilment of his obligations, then all reasonable costs to obtain satisfaction out of court become on behalf of the customer. The extrajudicial costs will be calculated based on what is customary in Dutch collection practice at that time. However if RMC has incurred higher costs for collection that were reasonably necessary, the actual costs will qualify for reimbursement. Any judicial and execution costs will also be recovered from the customer. The customer also owes interest on the collection costs.

Article 7: Reservation of ownership

7.1

All affairs delivered within the framework of the agreement by RMC remain property of RMC, until the customer has properly fulfilled all obligations under the agreement(s) concluded with RMC.

7.2

Affairs delivered by RMC, that are subject to paragraph 1 of reservation of ownership, may not be resold and may never be used as a means of payment. The customer is not authorized to pledge or to encumber affairs subjected to reservation of ownership in any other way.

7.3

The customer must always do everything that can reasonably be expected of him to secure the property rights of RMC.

7.4

If third parties seize affairs subjected to reservation of ownership or wish to establish or assert rights, then the customer is obliged to inform RMC immediately.

7.5

The customer is obliged to insure the affairs subjected to reservation of ownership and to keep them insured against fire, explosion and water damage as well as theft and to provide the policy of this insurance on first request to user for inspection. RMC is entitled to these payments if the insurance is paid out. As far as necessary the customer in advance commits himself to RMC to cooperate with everything that may prove necessary or desirable in that context.

7.6

In the event that RMC wishes to exercise its rights of ownership as mentioned in this article, the customer shall grant unconditional and irrevocable consent to RMC and third parties to be designated by RMC to enter all those places where the properties of RMC are located and to take back those affairs.

Article 8: Guarantees, research and advertisements, limitation period

8.1

The affairs to be delivered by RMC meet the usual requirements and standards that can be reasonably set at the moment of delivery and for which they are intended for normal use in the Netherlands. The guarantee mentioned in this article applies to affairs that are intended for use in the Netherlands. For use outside the Netherlands, the customer must verify whether the use is suitable for use there and meet the conditions that set for it. RMC can in that case impose other guarantee and other conditions with regard to the affairs to be delivered or work to be performed.

8.2

The guarantee referred to in paragraph 1 in this article applies for a period of 1 month after delivery, unless the nature of the delivery indicates differently or parties have agreed otherwise. If the guarantee provided by RMC concerns a matter that was produced by a third party, then the



guarantee is limited to that provided by the producer of the affair, unless stated otherwise.

8.3

Every form of guarantee will become invalid if a defect arises as a result of injudicious or improper use thereof or use after the expiration date, improper storage or maintenance by the customer and/or by the third party when without the written permission of RMC the customer or third party have made changes or have attempted to make changes to it, other matters have been confirmed which must not have been confirmed or if they were modified or processed in a way other than prescribed. The customer is also not entitled to warranty if the defect arises due to or is the result of circumstances where RMC cannot exert influence, including weather conditions (such as, for example, but not exclusively, extreme rainfall or temperatures) et cetera.

8.4

The customer is obliged to inspect the delivered affairs or to have them inspected immediately at the moment that the items are made available for them or the relevant work has been carried out. The customer should then examine the quality and/or quantity of the delivered affairs if it corresponds and meets the requirements that the parties have agreed on. Any visible defects must be written reported to RMC within three days of delivery. Any invisible defects must be written reported immediately but in any case within 24 hours at the latest, after discovery. The notification must be a as detailed as possible description of the defect, so RMC is able to adequately comment. The customer must give RMC a chance to investigate a complaint.

8.5

If the customer complains in time, this does not suspend his payment obligation. The customer will in that case also be obliged to purchase and pay for the besides ordered affairs.

8.6

If a defect is reported later, the customer is not entitled to any repairs, replacements or compensation.

8.7

If it is established that a case is weak and has been not been filed on time, RMC will then receive the defective affair within reasonable time after return receipt. If return is not reasonably possible, written notice regarding the defect by the customer, at the discretion of RMC, replace or take care of its repair thereof or replacement fee to the customer. In the event of replacement, the customer is obliged to return the replaced affair to RMC and to transfer ownership thereof to RMC, unless RMC indicates otherwise.

8.8

If it is established that a complaint is unfounded, then the arisen costs thereby, including the research costs, on the part of RMC, will be fully for the account of the customer.

8.9

After expiration of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the customer.

8.10

Contradictory to the statutory limitation periods, the limitation period of all claims and defences against RMC and RMC in the performance of an agreement involving third parties, are one year.

Article 9: Liability

9.1

If RMC is liable, then this liability is limited to what is regulated in this provision.

9.2

RMC is not liable for damage of any kind caused by RMC assuming incorrect and/or incomplete data is provided by/on behalf of the customer.



9.3

If RMC is liable for any damage, then the liability of RMC is limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.

9.4

The liability of RMC is in any case always limited to the amount paid by its insurer, where appropriate.

9.5

RMC is only liable for direct damage. Direct damage is exclusively understood the reasonable costs for determining the cause and the extent of the damage, to the extent that the determination relates to the damage within the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of RMC comply with the agreement, for as far as these can be attributed to RMC and reasonable costs, made to prevent or limit damage, as far as the customer can prove that these costs have led to the limitation or direct damage as referred to in these general terms and conditions.

9.6

RMC is never liable for indirect damage, including consequential damage, profit loss, missed savings and damage due to business stagnation.

Article 10: Risk transition

10.1

The risk of loss, damage or depreciation is transferred to the customer at the time when the affairs are delivered to the customer/ placed in the customers power.

Article 11: safeguarding

11.1

The customer indemnifies RMC against any claims by third parties that suffer from damage in connection with the execution of the agreement and the cause of which is not attributable to RMC.

11.2

If RMC is responsible by third parties then the customer may be expected in that case. Should the customer fail to take adequate measures, than RMC is entitled to proceed without notice of default. All costs and damage on the part of RMC and third parties arisen by this, are fully at the expense and risk of the customer.

Article 12: Intellectual property

12.1

RMC reserves the rights and powers which it is entitled to under the Copyright act and other intellectual laws and regulations. RMC has the right to use the knowledge gained through the execution of an agreement for other purposes, as far as no strictly confidential information of the customer is brought to the knowledge of third parties

Article 13: Applicable law and disputes

13.1

All legal relationships to which RMC is a party are exclusively governed by Dutch law, even if a contract is fully or partially executed abroad or if the party involved in the legal relationship resides abroad. The applicability of the Vienna Sales Convention is excluded.

13.2

The Limburg Court has exclusive jurisdiction to hear disputes unless the law prescribes otherwise. Nevertheless, RMC has the right to submit the dispute to the competent judge according the law.

13.3

The parties will first appeal to the judge after they have tried their utmost effort to settle a dispute in mutual consultation.



Article 14: Location and change policy

14.1

These terms and conditions have been filed at the registry of the Limburg court.

14.2

The last registered version in which case the version that applied at the time of the establishment of legal relationship between RMC and the customer is always applicable.