



GENERAL TERMS AND CONDITIONS FOR SALES AND DELIVERY

of **Envi International B.V.** Filed at the Chamber of Commerce for the Province of Brabant, the Netherlands, under number 60774576

Article 1. Applicability

1.1 In these General Terms and Conditions for Sales and Delivery (hereinafter: the "GTC") "Envi International" will be understood as Envi International BV (Meerheide 120C, 5521 DX Eersel, the Netherlands) or a company affiliated to it. In these GTC "product" or "products" will be understood as articles related to the asbestos industry offered or supplied and delivered by Envi International in the broadest sense of the word.

1.2 These GTC are applicable to all offers and/or agreements made by or concluded by Envi International with third parties (hereinafter: "the Purchaser") as well as on the execution thereof.

1.3 These GTC are applicable with the exclusion of possible (general) terms and conditions used by the (potential) Purchaser.

1.4 On stipulations deviating from these GTC a claim can only be made by the Purchaser of and insofar as these have been accepted by Envi International in writing.

Article 2. Offers, commissions and agreements

2.1 All offers by Envi International are non-binding. Commissions and acceptations of offers by the Purchaser are irrevocable.

2.2 Envi International will only be bound if it has confirmed the order in writing or has started with the execution.

2.3 Incorrect items in the order confirmation by Envi International should be notified to Envi International within 3 days after the date of the order confirmation in writing, in the absence of which the order confirmation is deemed to reflect the agreement, correct and complete, and the Purchaser shall be bound by it.

2.4 Oral promises or arrangements by or with its personnel shall only bind Envi International if it has confirmed it in writing.

2.5 These GTC are integrally applicable to possible changes of the agreement.

Article 3. Conformity

3.1 All statements by Envi International of quantities, dimensions, quality, performance and/or other indications with regard to its products will be made with as much care as possible. However, Envi International cannot warrant that no deviations will occur in that matter. The Purchaser is required to inspect, upon receipt of the products, the conformity with quantities and/or other indications stated by Envi International or agreed with Envi International. Statements of Envi International regarding quantities, dimensions, quality, performance etc. are only an estimate and are non-binding.

3.2 Images, descriptions, catalogues, advertising material, information and offers/prices shown on the website do not bind Envi International.

3.3 If Envi International has shown a (trial) model to the Purchaser and/or given it along, then this (trial) model only as an indication. The Purchaser may in no way expect that the products to be supplied will be identical to the (trial) model.

3.4 The Purchaser needs to assure himself that the products to be ordered by him and ordered by him and the packaging belonging to it, the labeling and other information meets with all regulations set by the government in the country of destination. The use of the products and the conformity with the stipulations by the government are for the risk of the Purchaser.

Article 4. Intellectual property

4.1 All intellectual and industrial property rights with regard to the products and the names thereof, and with regard to everything that Envi International develops, manufactures or provides, including packaging, manuals, advertising material and images, belong to Envi International.

4.2 It is not permitted for the Purchaser to make use of the trade names, brands, logos and other indications of Envi International, unless the Purchaser obtains here for the express written permission of Envi International. In the latter case, the Purchaser shall comply with the guidelines and instructions of Envi International with regard to the use of the brands, logo's and other indications of Envi International.

4.3 It is not permitted for the Purchaser to remove or change any indication regarding patents, copyrights, brands, trade names or other rights of intellectual or industrial property from the products.

Article 5. Prices

5.1 Prices stated by Envi International or agreed upon with Envi International are exclusive of VAT, import and export duties, packaging costs, excise taxes and other taxes or levies imposed or charged with regard to the products.

5.2 Envi International is authorized to charge a surcharge for orders below a scope determined by Envi International for administration costs and/or transport costs in accordance with the arrangement in place at Envi International at the time of the conclusion of the agreement.

5.3 If after the offer and/or the conclusion of an agreement there are factors that determine the cost price, Envi International is authorized to adapt the prices accordingly.

Article 6. Delivery time and delivery

6.1 Delivery takes place ex works Envi International Eindhoven (ICC Incoterms 2000), unless it has been agreed differently in writing.

6.2 Stated delivery times are provided as an estimate and cannot be regarded as a fatal term. Exceeding the delivery time does not oblige Envi International to pay damages and does not give the Purchaser the right not to comply with or to suspend his obligations deriving from the agreement. The Purchaser is however authorized to dissolve the agreement, if and insofar as Envi International has not executed the commission within a reasonable time set by the Purchaser. Envi International is in that case not liable to pay any compensation for damages.

6.3 The delivery time is based on the work conditions present at the time of the conclusion of the agreement and on timely supply of the goods to Envi International required for the compliance by Envi International. If, as a consequence of a change of work circumstances and/or not timely supply of goods required by Envi International a delay emerges, then the delivery time will be extended to the degree necessary.

6.4 Envi International determines the manner in which and by whom the products are being transported, unless agreed differently in writing. If the Purchaser requests a different method of transport, then the extra costs connected to this method of transport will be for the account of the Purchaser.

6.5 The Purchaser is obliged to receive the products immediately upon arrival at the place of destination. The Purchaser will arrange for sufficient loading and unloading options and for fast unloading.

6.6 Envi International determines the manner in which the products are being packed.

6.7 Should a product ordered by the Purchaser no longer be available or is not available within a reasonable term, then Envi International will, if this is reasonably possible, provide a product equal to the ordered product against the same price.

6.8 If the Purchaser does not receive the products or does not come or comes too late to collect these, then these will be stored for as long as Envi International deems so desirable, for the account and the risk of the Purchaser. Envi International has in this

case, as well in case of any other (attributable) shortcoming of the Purchaser, the authority at all times to either require compliance with the agreement authority, or to dissolve the agreement (outside the court), the one and the other notwithstanding its rights to claim compensation for the incurred damages and the missed profits, including the costs of storage.

6.9 Orders on call should be dealt with within the agreed time limits, in the absence of which Envi International is authorized to deliver the not yet delivered part of the order in one time and to charge the Purchaser.

6.10 Envi International is not obliged to honor a request of the Purchaser to re-deliver or deliver later. If Envi International proceeds to it anyway, then the costs connected to it are for the account of the Purchaser.

6.11 Envi International is authorized to execute an agreement in stages and to request payment for that part of the agreement that has been executed.

Article 7. Force Majeure

7.1 If Envi International is hindered by Force Majeure to comply with the agreement, then it is authorized to suspend the execution of the agreement. The Purchaser has in that case no right on compensation for damages, costs or interests.

7.2 Under Force Majeure shall be understood as war, threat of war, work strikes, fire, accidents of illness of personnel, enterprise disruptions, stagnation in the transport, disrupting lawful measures, limitations of import/export, problems in the production of transport unforeseen by Envi International and any other circumstance that is not solely dependent on the will of Envi International, such as the non or not timely supply of goods and services by third parties that have been employed by Envi International.

7.3 If there is a case of a Force Majeure, then Envi International is authorized to dissolve the agreement for the part that cannot be executed by means of a written declaration. If the situation of Force Majeure continues for longer than 6 weeks, then the Purchaser is also authorized to dissolve the agreement for the part that cannot be executed by means of a written declaration.

7.4 If Envi International has already complied partially with its obligations when the situation of Force Majeure emerges, or can only comply with its obligations in part, then it is authorized to invoice the part that has already been delivered or the part that can still be delivered separately and the Purchaser shall be obliged to pay the invoice as if it were a separate agreement.

Article 8. Defects and complaints

8.1 Envi International warrants the proper character of the products supplied by it in accordance with what the Purchaser may reasonably expect under the agreement. Should, nevertheless, defects occur in the products supplied by Envi International as a consequence of manufacturing, material and/or packaging errors, then Envi International will replace the concerned products entirely or in part or apply a reasonable price reduction, this at the choice and the sole discretion of Envi International. This warranty applies for a period with a maximum of 3 months.

8.2 Deviations in quantity, color, weight and dimensions of less than 10% will not be regarded as defects and therefore cannot be grounds for complaints.

8.3 The defects that occur in or are (partially) the consequence of the following shall fall outside the warranty:

- Normal wear and tear;
- The non compliance with directions or prescriptions by (the personnel of) the Purchaser;
- Use other than that deemed to be normal;
- Inexpert storage or use by the Purchaser;
- Use of products in ways other than originally intended;
- Backlog in maintenance;
- Use in combination with materials of third parties;
- Reparation or other activities by third parties or by the Purchaser without prior written permission by Envi International;
- Onward sales;
- The application of any government prescription regarding the nature or quality of applied materials.

Envi International shall not be liable for any defects where damage is concerned

8.4 The Purchaser is required to carefully inspect the supplied products immediately upon receipt, at the peril of the loss of any right to complaints and/or replacement.

8.5 A possible complaint with regard to the quantity of delivered goods and transport damage should upon delivery be noted on the bill of lading or the delivery form, in the absence of which the bill of lading or delivery form will provide mandatory evidence towards the Purchaser of the fact that the correct quantity of products has been received and that these products were in a good state and have been received free of transport damage.

8.6 The Purchaser needs to submit a complaint in writing with Envi International within 8 days after a defect emerges after delivery. In the absence of timely complaints any claim on Envi International becomes void.

8.7 If the Purchaser complains, then he is obliged to enable Envi International to inspect or have the products inspected to establish the shortcoming. The Purchaser is obliged to keep the products about which the complaint has been made at the disposition of Envi International at the peril of a right to complain and/or substitution becoming void.

8.8 A return shipment to Envi International of sold products is only permitted after having obtained explicit written permission by Envi International and when the products are clearly recognizable as being a return shipment and the products and packaging are still in their original state.

8.9 Return shipments following transport damage are solely accepted by Envi International if the products are in an original, un-opened packaging and therefore have not been used.

8.10 The products will, at all times, (also during the return shipment) be for the account and risk of the Purchaser.

8.11 The Purchaser needs to arrange the transport of the return shipment and to carry the costs related hereto. Possible special forwarding and/or other instructions by Envi International for the return shipments should at all times be observed.

8.12 Possible defects regarding a part of the supplied products do not give the Purchaser a right to disallow or refuse the entire batch of supplied products.

8.13 The Purchaser needs to report possible errors in invoices from Envi International within 5 days after the date of the invoice in writing to Envi International, in the absence of which the Purchaser is deemed to have approved the invoice.

8.14 Complaints do not suspend the payment obligations of the Purchaser.

8.15 After establishing a shortcoming in a product, the Purchaser is obliged to do all that can limit or prevent damages, possible immediate cessation of use and trading therein expressly included.

Article 9. Retention of ownership

9.1 Envi International retains the property of the supplied products and the products to be supplied, until its claims on whatever basis with regard to all supplied products and the products to be supplied have been fully paid by the Purchaser, including the claims because of shortcomings in the compliance with one or more agreements.

9.2 If the Purchaser is in default with the compliance to his obligations, then Envi International is authorized to repossess the products belonging to it for the account of the Purchaser from the place where they are located.

9.3 The Purchaser is not authorized to create a right of lien on the unpaid products or to transfer the property thereof other than in the framework of normal business.

9.4 The Purchaser is obliged to keep the products that have been delivered under the retention of ownership with the necessary care and as a recognizable property of Envi International.

9.5 The Purchaser has no right of retention towards Envi International on the products supplied by Envi International.

Article 10. Payment

10.1 Unless agreed differently in writing, payment of the invoices of Envi International needs to take place within 30 days after the date of the invoice.

10.2 Envi International has, at all times, the right to require full or partial payment in advance and/or to obtain surety for payment in another manner.

10.3 If no timely payment is received, the Purchaser is liable, without any further notice of default, to pay an interest of 1.5% per month over the amount of the invoice, to be calculated from the due date up to and including the day of payment.

10.4 All costs related to the collection are for the account of the Purchaser. The out-of-court collection costs will amount to at least 15% of the amount to be collected, with a minimum of EUR 250.

10.5 The Purchaser waives any right of set-off of mutually due amounts. Envi International is always authorized to set-off anything that it is due to pay to the Purchaser with what the Purchaser and/or enterprises affiliated with the Purchaser, whether or not due, are liable to pay to Envi International.

10.6 The entire amount of the invoice is immediately and fully payable on demand in case of not proper payment of an agreed installment on the due date, as well as when the Purchaser enters into a state of bankruptcy, files for (preliminary) suspension of payment, the lawful regulation for resolution of debts (WSNP) becomes applicable to him and/or when any seizure on the goods and or claims of the Purchaser is taking place. If one of the abovementioned situations arises, then the Purchaser is required to inform Envi International about this immediately.

10.7 Payments made by the Purchaser still firstly serve to satisfy the due costs, then to satisfy the due interest and then for the satisfaction of the due invoices that stand open for the longest time, even when the Purchaser states that the satisfaction relates to a later invoice.

Article 11. Cancellation

11.1 The Purchaser may not cancel a given order. If the Purchaser nevertheless cancels a given order entirely or partially, then he is obliged to pay 10% of the order price including VAT as cancellation costs to Envi International, notwithstanding the right of Envi International to compensation for all reasonable costs made with a view on the execution of this, the activities of Envi International and the loss of profits by Envi International, to be increased with VAT.

Article 12. Advisory

12.1 All advices given by Envi International and notices and statements given by Envi International regarding the characteristics of the products to be supplied by Envi International are entirely non-binding and are provided by Envi International by way of non-binding information. Envi International provides no warranty whatsoever in relation thereto.

12.2 Envi International is not liable for any direct or indirect damage, in any form and on whichever ground, deriving from provision of information and/or advisory by Envi International. The Purchaser safeguards Envi International against all claims of third parties in that regard, unless there is an instance of intent or gross negligence by Envi International.

Article 13. Liability

13.1 Apart from the stipulations set forth in Article 8, the Purchaser has no claim on Envi International because of defects in or with regard to the products supplied by Envi International. Envi International is therefore not liable for direct and/or indirect damages, including damage to persons and goods, immaterial damage, consequential damage (missed revenues, stagnation damage etc.) and any other damage, caused by whatever cause, unless there is an instance of gross negligence or intent by Envi International.

13.2 Envi International is also not liable in the aforementioned sense for actions of its employees or other persons which are in his area of risk, hereby included (gross) negligence or intent of these persons.

13.3 Damage to products caused by damaging or destruction of packaging are for the risk and the account of the Purchaser.

13.4 Envi International is not liable for damage that is the consequence of:

- Wrong use of the products;

- The incorrect and/or incomplete compliance with the instructions given by them and/or instructions for them explicitly stated on the packaging;

- The repackaging or newly packing of the products;

- The use or onward sale of the products other than in the original state.

13.5 In all cases wherein Envi International is liable to pay damages, this will never be higher than the invoice value (exclusive of BTW) of the supplied matters in relation to which the damage is caused, with a maximum of EUR 25,000. If the damage is covered by the company liability insurance of Envi International, then the compensation for damages will never be higher than the amount actually paid out by the insurer in the concerned case, increased with the amount of the premier risk that possibly is mentioned in the insurance policy of Envi International.

13.6 If Envi International on the basis of the facts and/or circumstances known at that moment proceeds to the exercising of right to suspend or to dissolve, then when it becomes apparent, irrevocably, that the exercising of this right took place without justification, then Envi International shall not be liable and not be required to pay any damages, except in case of intent or gross negligence on its side.

13.7 Each claim on Envi International, unless this has been acknowledged by Envi International, becomes void by the sole expiration of 12 months after the emergence of

the claim.

13.8 The Purchaser will safeguard Envi International, its employees and third parties employed for the execution of the agreement against any claim by third parties, claims based on product liability therein included, in relation with the execution by Envi International of the agreement, irrespective of the cause, as well against the costs deriving there from for Envi International.

Article 14. Packaging

14.1 If Envi International arranges for sustainable packaging, then the Purchaser needs to return the packaging to Envi International within 30 days after delivery in an empty, cleaned and undamaged state.

14.2 All costs of repair, replacement and cleaning are completely for the account of the Purchaser.

14.3 The Purchaser is liable to pay, for each week that he returns the packaging late, an amount of EUR 25 to Envi International, whereby a part of the week is regarded as an entire week.

Article 15. Representation

15.1 If the Purchaser acts on behalf of one or several other parties, then he is, notwithstanding the liability of those other parties, liable towards Envi International as if he were the Purchaser.

Article 16. Final clauses

16.1 The invalidity or the possibility of declaration of invalidity of any stipulation in these GTC or in/of agreements, in which these GTC are applicable, leaves the validity of the other stipulations unaffected. Envi International and the Purchaser are obliged to replace stipulations that are invalid or can be invalidated by valid stipulations with, as much as possible, the same tenor as the invalid or potentially invalid stipulation.

16.2 The location of execution is deemed to be in the place of the legal seat of Envi International.

16.3 The laws of the Netherlands apply to all agreements that are concluded by Envi International.

16.4 The applicability of any international treaty concerning the purchase of movable goods, for which the applicability can be excluded between the parties shall not apply and is hereby explicitly excluded. More in particular the applicability of the Vienna Purchase Treaty 1980 (CISG 1980) is explicitly excluded.

16.5 All disputes between Envi International and the Purchaser shall solely be treated by the competent court in the district of Den Bosch, the Netherlands, unless a different court in the Netherlands is competent on the basis of mandatory law. In deviation hereof, Envi International is authorized to submit the dispute to the place of residence or legal seat of the Purchaser.

16.6 In case of a dispute about the interpretation of these GTC, the Dutch text shall prevail.

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