

GENERAL TERMS AND CONDITIONS

of Euroliquids B.V., Moezelweg 151, 3198 LS Europoort-Rt. Postal address: P.O. Box 1324, 3260 AH Oud-Beijerland.

ARTICLE 1 APPLICABILITY

The following terms and conditions apply to the order, sale and delivery of all our goods and to the supply of all our services, such to include consultancy, storage and transportation as also to the associated payments. Verbal agreements that are not in accordance with these terms and conditions only apply if and insofar these have been confirmed by us in writing and then only with regard to the arrangement in question. If special terms and conditions have been agreed upon on specific points our General Terms and Conditions shall for the remainder remain applicable; deviations from General Terms and Conditions shall only be binding if they have been confirmed by us in writing. Applicability of the General Terms and Conditions used by the counterparty is expressly refused. Where these General Terms and Conditions have been drawn up in the masculine form (he, his, etc.) the description shall also comprise the feminine form (she, her, etc.).

ARTICLE 2 PROPOSALS

All our proposals are, also where the prices are concerned, always without engagement. The noncommittal proposals can also after acceptance – contrary to the provisions set forth in article 219 paragraph 2 of Book 6 of the Dutch Civil Code – be revoked up to the moment that we expressly agree with the acceptance of the proposal. Reference is made to article 4 paragraph 1 of these terms and conditions.

ARTICLE 3 PRICES

- 3.1 Our prices are, insofar not mentioned otherwise, Ex Works.
- 3.2 Our price lists and price indications do not comprise a proposal.
- 3.3 Our prices are excluding VAT, unless mentioned otherwise.

ARTICLE 4 ORDERS/COMMISSIONS

- 4.1 Agreements with us shall first come into being after the order has been accepted and confirmed by us in writing or, failing such, upon implementation of the commission by us. We are entitled not to accept orders or commissions without reason given or to exclusively accept under the conditions of cash on delivery or following payment in advance, in which instances the buyer is informed accordingly.
- 4.2 Our buyers cannot derive any rights from (a part of) an agreement insofar (that part of) the agreement appears to be in violation of the statutory provisions or statutory regulations, in particular the provisions or regulations that are based on or derive from the Dutch Plant Treatment Products Act (“Wet Gewasbeschermingsmiddelen”) and the Dutch Biocide and Fertilisers Law (“Biocide en de Meststoffenwet”).
- 4.3 The deliveries are carried out as soon as possible, in consideration of our processing possibilities and our stocks. We reserve the right to in case of bulk deliveries apply a margin of 5% more or less than the called weight. Stipulated delivery times apply as an indication and not as a fatal deadline.
- 4.4 If delivery in parts has been agreed upon, each part shall be considered a separate order for the applicability of these General Terms and Conditions and the otherwise applicable law.

ARTICLE 5 SHIPMENT/DELIVERY

- 5.1 Delivery takes place in accordance with the regulations of or pursuant to the Dutch Plant Treatment Products Act and the Dutch Biocide and Fertilisers Law and the regulations and decrees based on these acts as well as other government measures specifically aimed at this industry.
- 5.2 The transport of goods that are delivered unpaid (DDU) to the address of the buyer by means of transport shall be at the expense and risk of the buyer; the goods are held to have factually been delivered at the moment these have been loaded on the means of transport at our company.
- 5.3 In case of a paid delivery (DDP) the manner of transport is also determined by us. If in this situation delivery takes place below a further established amount the freight and administration costs shall be charged according to our regulation applicable to this end at the time of the implementation of the order. If, as a result of actions or omissions of the carrier, during the unloading of the goods, liability vis-à-vis the buyer is created, we shall only be liable insofar the relevant damages can be recovered by us from the carrier. The goods are deemed to have factually been delivered to the buyer at the moment the unloading has been completed, at which moment the goods are at the expense and risk of the buyer. Unloading of the purchased goods shall only take place in consultation between the buyer and us, however always within a reasonable deadline to be determined by us whereby the buyer is to ensure – if he is not present or represented – that those, encumbered with the delivery of the goods, have access to the closed room in which the products must be stored. If the buyer does not comply with the obligations set forth in this paragraph the consequently required extra costs are at his expense.
- 5.4 If the goods, after the moment of the order, have not factually been picked up and/or delivered within 14 days, for reasons that can neither be blamed on us nor fall within our scope of risk, these are nonetheless deemed to be stored at us under the authority and at the expense of the buyer.
- 5.5 If a part of an order is ready we can, at our discretion, factually deliver this part or wait until the complete order is ready. In the first instance our invoices, related to the partial factual delivery, must be paid in accordance with the payment terms and conditions applicable to the entire order.
- 5.6 Paragraphs 2, 3 and 4 are not applicable to the consumer purchase in the sense of article 5 of Book 7 of the Dutch Civil Code.

ARTICLE 6 PACKING

- 6.1 If the packing is charged, this must be paid simultaneously with the payment of the principal amount. Restitution of that which has been paid to us in pursuance of this article shall only take place in case of paid return of packing suitable for reuse within three months following the day of delivery.
- 6.2 If agreement has not been reached between the buyer and us about the packing method or if we can within reason not be kept to this packing agreement and therefore use a different packing method, the packing method is determined by us without us bearing any liability in connection therewith.
- 6.3 We are deemed to have delivered the packing in a good condition, unless the buyer informs us of an improper condition in writing and within five days following the delivery. In case the packing is returned we shall be entitled to apply a discount to the packing sums to be repaid if the packing appears to, for whatever reason, be in an inferior condition.

ARTICLE 7 PAYMENTS

- 7.1 Failing a written complaint about the content of our invoices within 14 days following the date of the invoice, the invoices shall be deemed to fully be in order and contain a correct description of the delivered goods and the terms and conditions on the basis of which the agreement was stipulated, without prejudice to evidence to the contrary of us.
- 7.2 Our invoices must have fully been paid at the latest 14 days following the date of the invoice, unless expressly otherwise agreed upon. If payment did not take place

within this deadline the buyer shall automatically be in default and shall as from that date be liable for the legal interest.

- 7.3 The extrajudicial costs are at the expense of the negligent debtor. These costs are set at, at least, 15% of the claimable amount.
- 7.4 Cheques, bills of exchange and foreign currency payments only apply as payment after we have irrevocably been credited for the payable amount.

ARTICLE 8 COMPENSATION PROHIBITION

Compensation of claims vis-à-vis us with claims of us has been excluded.

ARTICLE 9 COMPLAINTS AND RETURN SHIPMENTS

- 9.1 Complaints about missing or unordered goods must forthwith be reported to us in writing. The buyer must inform us of the deficit or excess within three (3) days following the delivery of the goods. Complaints about the capacity of goods must be reported to us in writing and in a properly motivated manner within eight (8) days following delivery of (a part of) the goods. Failing the same any liability for damages on our part shall expire. The buyer must provide us with the opportunity to examine the complaints.
- 9.2 Return shipment of the goods shall take place at the expense and risk of the buyer. We only accept returned goods if and insofar we agreed with this return shipment in writing and in advance and then only if these goods are delivered at the address indicated by us in the original packing and in the condition in which we delivered these goods to the buyer.
- 9.3 Crediting in case of a return shipment takes place on the basis of the purchase price charged to the buyer, with the understanding that the amount to be credited shall never exceed the price that we would have charged the buyer on the day on which the returned goods are delivered to us.

ARTICLE 10 RESERVATION OF TITLE/TRANSFER

- 10.1 The title of the goods to be delivered and/or delivered by us shall not transfer to the buyer other than following the complete payment of all outstanding claims on account of the relevant agreement as intended in article 92 of Book 3 of the Dutch Civil Code or, if delivery takes place on current account, following settlement of the balance possibly at the expense of the buyer. In this context the acceptance of a bill of exchange or any other order or bearer security shall not apply as payment.
- 10.2 The goods can be resold or used by the buyer within the framework of his normal operation however can neither be pledged nor serve as a security for a claim of a third party. The buyer must store the goods separately so that these are always recognisable as the goods delivered by us. The buyer transfers in advance, whilst we accept this transfer in advance, without the same requiring a further deed, all his claims on third parties in connection with the resold yet unpaid goods. At our first request the buyer shall provide a statement of the names and addresses of these third parties. We are authorised to serve this transfer to third parties in their capacity as debtor and moreover to settle the funds received from the transferee with our claim, such under the responsibility to transfer the possible surplus, upon deduction of all costs, to the buyer.

ARTICLE 11 FORCE MAJEURE

Force majeure is, in any case, understood as: consequences of natural violence, illness among staff, operational failure, lack of raw materials, transport difficulties, riot, strike, exclusion, measures deriving from mobilisation, acts of war, civil war, armed international action and hostile invasion, atomic nuclear reactions and the like, even if these difficulties occur at the manufacturer where we placed the orders placed with us or result from the measures imposed by the manufacturer.

ARTICLE 12 LIABILITY

If we are liable vis-à-vis the buyer and this liability is covered by our accordingly concluded insurance, we are only liable up to the amount paid by the insurer. If we are liable and this liability is not covered or the insurer does not pay out anything under the accordingly concluded insurance, the obligation to compensate damages, on whichever account, shall at all times be limited up to at most the invoiced value of the used part of the delivery of goods in respect of which damages have occurred or up to at most the invoiced value of the advice and elucidations provided by us and/or, failing an invoiced value, up to at most an amount of € 1,000.00.

ARTICLE 13 SUSPENSION/DISSOLUTION

In case of the request for or grant of suspension of payment, bankruptcy or liquidation, dissolution or termination of the buying party or in case of the death of the buyer we can – if desired partially – dissolve the agreement without judicial intervention. In the aforementioned instances each and every claim we have vis-à-vis the buyer shall instantly and immediately become claimable.

ARTICLE 14 DISPUTES AND APPLICABLE LAW

- 14.1 Dutch law applies to all agreements concluded by us.
- 14.2 The Court in Dordrecht shall exclusively be competent with regard to legal claims between the parties.
- 14.3 If the counterparty is a consumer pursuant to the law, the provisions set forth in paragraph b shall not apply in the sense that this counterparty shall have the opportunity to, within a month after we invoke this article in writing, nonetheless opt for resolution of the dispute by the Court competent pursuant to the law. In the latter instance proceedings shall be brought before the latter mentioned Court.

ARTICLE 15 AMENDMENTS

- 15.1 We reserve the right to, either entirely or on specific points or for specific goods or buyers, amend these General Terms and Conditions.
- 15.2 We reserve the right to, without prior announcement, amend prices and these General Terms and Conditions. The buyer is entitled to, in case of an amendment of the prices or these General Terms and Conditions, cancel already placed orders, insofar not already (partly) delivered within eight days following these amendments.
- 15.3 The fact that any clause of the present General Terms and Conditions becomes invalid shall not affect the validity of the other clauses.
- 15.4 Should the Court declare one of the above provisions non-binding the parties shall further consult with each other about the content of a substitute provision.

ARTICLE 16 ENTRY INTO FORCE

These General Terms and Conditions come into force as from 10 February 2009. They were deposited at the Office of the Clerk of the Court in Dordrecht on the aforementioned date.

This is a translation of the General Terms and Conditions as deposited at the District Court in Dordrecht on 10-02-2009. The text of the Dutch version shall be decisive