



GENERAL TERMS AND CONDITIONS LUBRAFIL B.V.

1. APPLICABILITY AND DEFINITIONS

1.1 The following definitions apply within the context of the Lubrafil general terms and conditions:

'Lubrafil' is defined as:

the private company with limited liability under Dutch law with the name in the articles of association and the trade name LUBRAFIL B.V., with its registered office in Barendrecht, registered in the Commercial Register of the Chamber of Commerce in Rotterdam under number 24219326

'Customer' is defined as:

Lubrafil's customer, a natural person or legal entity, which purchases or has purchased products or services from Lubrafil or the party to which an offer or proposal was made.

'Parties' is defined as:

The customer and Lubrafil jointly.

'Agreement' is defined as:

a purchase agreement for the delivery of products or a contract for services for the performance of services, issue of advice and/or the provision of service and/or the performance of maintenance, which agreement is/will be concluded for a definite period.

1.2 These general terms and conditions apply to all agreements to be concluded and concluded by or on behalf of Lubrafil, offers, proposals made and/or all order confirmations. The present general terms and conditions also apply to all subsequent offers, order confirmations and agreements made or concluded with the same customer, irrespective of whether these are related to or follow offers, order confirmations made or agreements concluded.

1.3 Changes and/or additions to these general terms and conditions must be confirmed expressly and in writing by Lubrafil and only apply to that offer or agreement at the moment of the submission or conclusion to which a change or addition has been made.

1.4 The general terms and conditions applied by the customer do not apply if and insofar as the general terms and conditions applied by the customer are in conflict with these general terms and conditions.

2. PROPOSALS AND OFFERS

2.1 Offers made by Lubrafil are without obligation unless the offer includes a term for acceptance. They become invalid in any event two weeks after their date.

2.2 An agreement is not formed until after Lubrafil has confirmed this in writing to the customer or has commenced performance of the agreement.

2.3 Commitments by and agreements with subordinates, representatives or intermediaries only bind Lubrafil insofar as these commitments and/or agreements have been confirmed in writing by an authorised person on behalf of Lubrafil.

2.4 Technical data, sizes, weights, prices and the like in price lists and other documents in Lubrafil offers do not bind Lubrafil. Lubrafil reserves the right to change the prices in connection with the customary price fluctuations such as referred to in article 3. Minor deviations with respect to technical data, sizes, weights and prices do not give the customer the right to dissolve the agreement, suspend all or part of its obligation(s) under the agreement or these general terms and conditions or to claim compensation.

The documents provided by or on behalf of Lubrafil may not be reproduced, published or made available to third parties in whole or in part or used in any other way without Lubrafil's express and written approval.

2.5 Changes to the original order of any kind must be notified by the customer to Lubrafil in writing. In the event such results in higher costs than anticipated in the quotation(s), Lubrafil will have the right to charge these additional costs.

3. PRICES

3.1 All amounts stated by Lubrafil in offers, order confirmations or otherwise are exclusive of turnover tax and any other levies as well as costs to be incurred within the context of the agreement, including dispatch and administration costs, unless stated otherwise.

3.2 Any discounts are each time provided on a one-off basis and do not bind Lubrafil in any way with respect to other agreements.

3.3 Lubrafil has the right to charge on price increases if factors that determine the cost price have increased between the moment of the formation and performance of the agreement. This also applies if the increase thereof was foreseeable at the time of the confirmation. These factors include among other things and are not limited to: the purchase prices, wages, social security costs and government charges, transport costs, insurance premiums, exchange rates, import duties, taxes, levies and rights. If the abovementioned price increase exceeds 10%, the customer will have the right to dissolve the agreement within eight days after the announcement of the price increase, unless this price increase is the result of a change to the agreement or follows from the power to do so pursuant to the law.

4. DELIVERY AND DELIVERY TIMES

4.1 The following applies with respect to the delivery of products:

Delivery takes place ex Lubrafil works/warehouse unless agreed otherwise. If one of the other "incoterms" has been agreed as a delivery condition, the Incoterms that apply at the moment of the conclusion of the agreement will apply.

The customer is obliged to take delivery of the purchased products at the moment they are delivered to it, which is (also) the moment at which these are made available to it in accordance with the agreement.

In the event the customer refuses to take delivery or is negligent in the provision of information or instructions required for the delivery, the products will be stored for the customer's account and risk. If this is the case, the customer will owe all additional costs, including in any event the storage costs, subject to a minimum of 50 euros for each full calendar day.

Lubrafil has the right to have itself assisted by third parties in the production, assembly and/or delivery of the products ordered by the customer or to have certain activities carried out by third parties without notifying the customer.

Delivery times indicated by Lubrafil can never be considered to be strict deadlines. In the event delivery does not take place on time, the customer will be required to give Lubrafil written notice of default and afford Lubrafil a reasonable term to comply with its obligations as yet.

The delivery time indicated by Lubrafil does not commence until it has received all necessary information.

4.2 The following applies with respect to the provision of services:

The provision of services takes place at the moment agreed between the parties or, in the event the parties have not concluded specific agreements in this regard, within a reasonable term after Lubrafil has received the necessary information and/or is granted access to the area and/or the product in respect of which the service or maintenance is to be provided. Lubrafil has the right to have itself assisted by third parties when providing services or to have certain services provided by third parties without notifying the customer.

Lubrafil strives in accordance with the requirements of reasonableness and fairness to perform the agreement within the term that has been determined, but this term is not binding. Exceeding the specific term within which the agreement must be performed never leads to liability on the part of Lubrafil for the direct or indirect consequences of late performance.

4.3 In the event Lubrafil is unable to deliver the agreed performance because the customer fails to provide the cooperation required for this purpose or fails to provide the information requested by Lubrafil or fails to do so on time, in full or correctly or because another impediment arises on the part of the customer, the customer will be in default and Lubrafil will not be liable for the damage sustained and to be sustained by the customer. The damage sustained by Lubrafil is determined in principle on the basis of the rates applied by Lubrafil.

5. COMPLAINTS

5.1 Complaints regarding products and/or services that have been delivered must be submitted in writing within eight days after receipt of the products delivered or the services provided or in any event within eight days after the defects could have been discovered by the customer, while providing a specification of the complaints. Any return shipment of products must be approved in writing in advance by Lubrafil and must take place in the manner indicated by Lubrafil. Products are returned entirely for the customer's account and also at the customer's risk.

As regards the products delivered by or on behalf of Lubrafil, Lubrafil will not be bound to provide any warranty other than the warranty it has received from the manufacturer or its supplier of those products, or which the supplier provides directly to the customer. If the manufacturer or supplier of

the products does not issue a warranty, Lubrafil will not be obliged to issue a warranty to the customer either.

5.2 Complaints do not suspend the customer's obligation to take delivery or its obligation to pay.

6. PAYMENTS

6.1 Payments must be made within 30 days after the invoice date in the manner indicated by Lubrafil and in the currency stated in the invoice unless the parties have agreed otherwise in writing.

6.2 The customer is not entitled to any discount or setoff on any basis whatsoever.

6.3 Lubrafil has the right to perform partial deliveries in the event a partial delivery has independent value and, in the event an order is carried in partial deliveries, to invoice each part separately.

6.4 The customer is in default without requiring notice of default if the invoice amount has not been paid or has not been paid in full on the agreed date. Lubrafil will have the right in such cases to suspend performance of all agreements concluded with the customer until has been made or to dissolve the agreement without judicial intervention or to claim performance without prejudice to the right to additional or alternative compensation.

6.5 The customer will owe Lubrafil a penalty of 1% per month of the relevant invoice amount from the moment of default until the day of payment in full.

6.6 If the customer is in default or fails to comply with one or more obligations, the customer will owe Lubrafil the judicial and extrajudicial costs incurred to obtain payment, as calculated on the basis of the collection rates of the Netherlands Bar Association, subject to a minimum of 250.00 euros, unless Lubrafil demonstrates that the costs incurred by Lubrafil within reason in order to obtain payment extrajudicially are higher, in which case Lubrafil will also be entitled to this excess.

6.7 In the event Lubrafil has one or more claims against the customer that do not arise from goods delivered or to be delivered or related to services provided or to be provided for the customer, and in connection with claims on the basis of a failure to comply with any obligation, a payment received from that customer will first serve as payment for settlement of all payable interest and costs and thereafter as settlement of payable invoices in order of age, even if the customer states that any payment relates to a different invoice.

7. RETENTION OF TITLE AND SECURITY

7.1 Lubrafil reserves ownership of goods delivered to the customer until the performance due on the part of the customer has been delivered and until the compensation payable by the customer in case of non-compliance or late compliance has been paid to Lubrafil.

7.2 In the event it is impossible to claim retention of title on the basis of Article 3:92 paragraph 2 of the Dutch Civil Code (BW), the customer commits that it will create for Lubrafil's benefit an undisclosed pledge in respect of the goods delivered by Lubrafil by means of a private instrument. Lubrafil will arrange for registration of the deed of pledge in such cases.

7.3 The customer will not have the right to sell or process the goods encumbered with the abovementioned retention of title or pledge outside of its customary business operations or to pledge or otherwise encumber these goods otherwise.

7.4 The customer hereby grants Lubrafil or a third party to be designated by it in advance its unconditional and irrevocable approval in all cases in which Lubrafil wishes to exercise its rights of ownership to enter those places where the goods delivered that are subject to Lubrafil's retention of title are located. The customer is obliged to cooperate fully so as to enable Lubrafil or the abovementioned third parties to remove those goods from that location.

7.5 In the event third parties levy an attachment against goods delivered subject to retention of title or wish to create or enforce rights in respect thereof, the customer will be obliged to notify Lubrafil thereof without delay.

7.6 The customer commits that it will insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage and against theft and to submit the policy of this insurance to Lubrafil for inspection at its first request.

7.7. In the event paragraphs 1 to 6 of this provision are violated, the customer will be deemed to be in default by operation of law and Lubrafil will have the right to suspend performance of the agreement or to dissolve all or part of the agreement, without it being obliged to pay any compensation or provide any guarantee and without prejudice to the right to compensation.

8. LIABILITY

8.1 Lubrafil's liability is limited to the amount paid out by its insurer in the relevant case including in the event its liability towards the customer is established in court.

8.2 In the event the insurance does not provide cover or does not make payment in any case and Lubrafil is liable, Lubrafil's liability will be limited to the invoice value of the transaction or, at any rate, that part of the transaction to which the liability relates.

8.3 Lubrafil is never liable for any other damage, including consequential loss and indirect loss such as loss of income or reduced revenue, missed savings, purely financial loss, loss of goodwill and costs related to the interruption, standstill and/or relaunch of a business or part thereof, with the exception of intent or gross negligence on the part of Lubrafil or its subordinates.

Lubrafil is never liable for loss resulting from one or more errors in the calculation programmes applied by Lubrafil, which are made available by the manufacturer or supplier of the goods delivered, and/or Lubrafil's advice based on those calculation programmes or the outcome of such programmes.

8.4 The customer indemnifies Lubrafil against all possible third-party claims or rights to compensation of losses sustained and to be sustained that arise from Lubrafil's acts or omissions within the context of the agreement between the parties and in respect of which the customer may be held liable pursuant to the law, unless the loss was caused by intent or gross negligence on the part of Lubrafil, its employees or by third parties engaged by Lubrafil.

8.5 The customer is obliged to arrange for its own account and risk for a safe and healthy working environment for Lubrafil's employees so that the agreement between the parties can be performed correctly and on time. Losses resulting from a failure to comply with this obligation or a failure to comply with this obligation on time and/or correctly are entirely for the customer's account and risk.

The customer indemnifies Lubrafil against claims from employees and/or third parties relating to such losses.

9. FORCE MAJEURE

9.1 In addition to the relevant provisions in law and case law, force majeure is defined in these general terms and conditions as all outside causes, foreseen and unforeseen, which are beyond Lubrafil's control, but which do prevent Lubrafil from complying with its obligations. Force majeure within the meaning of this provision includes among other things but is not limited to: defects in raw materials, factory or transport disruptions of any kind whatsoever, strikes, employee lock-out or lack of employees, quarantine, epidemics, mobilisation, state of war, war, riots, obstructed or closed transport by land, sea or air, cold weather-related downtime, breach of contract on the part of third parties that are engaged by us for the performance of the agreement, as well as all obstructions caused by measures imposed by the government.

9.2 Lubrafil also has the right to invoke force majeure if the circumstance that prevents (further) performance commences after Lubrafil should have complied with its obligation.

9.3 Lubrafil's delivery obligation and other obligations are suspended during the situation of force majeure. In the event the period in which Lubrafil is unable to comply with its obligations as a result of force majeure exceeds 2 months, both parties will have the right to dissolve the agreement, without the existence of an obligation to pay compensation in such cases.

9.4 In the event Lubrafil has already complied in part with its obligations when the situation of force majeure arises or is able to comply with its obligations only in part, it will have the right to invoice the part that has already been delivered or the part that can be delivered and the customer will be obliged to pay this invoice as if it concerned a separate contract. This provision does not apply if the part that has already been delivered or that can be delivered does not have independent value.

10. DISSOLUTION

10.1 In the event:

- circumstances come to the attention of Lubrafil after the conclusion of the agreement that give Lubrafil good reason to fear that the customer will not comply with its obligations;
- Lubrafil has requested the customer upon conclusion of the agreement to provide security for compliance and this security is not provided or is insufficient despite a demand;
- of the liquidation, bankruptcy or suspension of payment on the part of the customer,

Lubrafil will have the right to suspend further performance of the agreement or to dissolve the agreement extrajudicially with immediate effect, such without prejudice to Lubrafil's right to claim compensation. Lubrafil's claims and the customer's obligations towards Lubrafil are immediately due and payable in the abovementioned cases.

10.2 Lubrafil will have the right to dissolve the agreement in case of circumstances with respect to persons and/or materials that are deployed or deployed customarily by Lubrafil in the performance of the agreement, which are of such a nature that the performance of the agreement becomes impossible or so onerous and/or disproportionately costly that performance of the agreement can no longer be demanded of it within reason.

11. PARTIAL APPLICATION/CHANGES

11.1 In the event one or more provisions from the agreement(s) between Lubrafil and the customer are void or declared void, the remaining provisions will continue to apply in full. A suitable arrangement that approaches the intention of the parties and the economic result strived for by them as closely as possible in a legally effective manner will apply instead of any invalid provisions.

11.2 If such is considered desirable or necessary, Lubrafil will have the right to alter these general terms and conditions.

11.3 The version of the general terms and conditions that was filed most recently always applies.

12. COMPETENT COURT

All disputes that may arise in connection with the agreement concluded between Lubrafil and the customer or in connection with further agreements that may result therefrom are settled by the competent court in Rotterdam.

13. APPLICABLE LAW

All agreements concluded between Lubrafil and the customer and other agreements that arise therefrom are governed by Dutch law. The Vienna Sales Convention is excluded.

14. TECHNICAL REQUIREMENTS ETC.

14.1 In the event the goods to be delivered in the Netherlands are to be used outside the Netherlands, Lubrafil will not be responsible for the fact that the goods to be delivered comply with the technical requirements, standards and/or regulations that are imposed by legislation and regulations of the country where the goods are used. The above provision does not apply if the use abroad was notified upon the conclusion of the agreement while submitting all necessary data and specifications.

14.2 All other technical requirements that are imposed by the customer with respect to the goods to be delivered and that deviate from the requirements that apply normally, must be stated expressly by the client upon conclusion of the purchase agreement.

14.3 The customer guarantees the data, specifications, calculations and the like made available by it.

15. SAMPLES, MODELS AND EXAMPLES

In the event Lubrafil showed or provided a model, sample or example, it will be assumed that it was shown or provided exclusively by way of an indication: the properties of the goods to be delivered can [only] deviate from the sample, model or example, unless it was stated expressly that delivery would take place in accordance with the sample, model or example that was shown or provided.

16. CONFIDENTIALITY

The customer commits that it will observe confidentiality towards third parties concerning the business affairs of Lubrafil and/or its working methods in the broadest sense of the word that come to its attention pursuant to the agreement as well as its performance.

The customer is obliged to impose this duty of confidentiality on its personnel and the third parties engaged by it or on its behalf as well.

17. PERSONAL DATA

In principle, the parties do not provide each other with personal data within the context of the agreement or its performance. The following applies if the customer does make personal data available within the context of the agreement between the parties as referred to in the legislation and regulations pertaining to the protection of personal data (including in any event but not limited to the Personal Data Protection Act or, as from 25 May 2018: as referred to in the General Data Protection Regulation (GDPR)).

The customer is the controller within the meaning of the Personal Data Protection Act and the General Data Protection Regulation as regards the provision of personal data of any kind whatsoever to Lubrafil. The customer determines the purpose of the provision of the personal data as well as the manner in which Lubrafil is required to store and/or process those data or, at any rate, it will be deemed at all times to have determined the purpose of and the manner in which the data are stored and/or processed. Lubrafil will qualify at all times as the processor.

The customer will always comply in full, correctly and on time with its obligations under legislation and regulations pertaining to the protection of personal data (including in any event but not limited to the Personal Data Protection Act and the GDPR). It is liable for all losses or disadvantages arising from the failure to comply with and/or acting in contravention of these obligations that apply to it or that apply to third parties engaged by it or on its behalf. The customer will indemnify Lubrafil and hold it harmless from all claims, damage, penalties, losses, costs and the like resulting from or related to the failure to comply with the abovementioned statutory obligations.

Lubrafil will inform the customer immediately, without delay, but in any event within 24 hours after the initial discovery of any breach of the security that has led or that could lead to unforeseen or unlawful destruction, loss, alteration, endangerment, disclosure of or access to personal data, which were obtained by Lubrafil within the context of the performance of the agreement. Lubrafil is obliged to remedy or limit the consequences of the abovementioned breaches as soon as possible and keep the customer informed of progress.

If so desired, Lubrafil will conclude an appropriate processing agreement with the customer in which agreement will be laid down among other things arrangements concerning organisational and technical measures, (statutory) retention periods, destruction of data, notification of data leaks.

The customer is not allowed without Lubrafil's prior, written approval to make a notification to the supervisor, unless it is obliged to make such a notification. If this is the case, the customer will provide a copy of this notification to Lubrafil without delay.

Barendrecht, 7 May 2018.