

GENERAL TERMS AND CONDITIONS OF SALE

Definitions:

General Conditions: these general terms and conditions of sale.

Supplier: CID Lines NV, Waterpoortstraat 2, 8900 Ieper (Belgium), registered under number 0435.921.958

Buyer: any legal entity or company with respect to whom Supplier acts as a (potential) provider, seller and/or supplier of products and/or services;

1 - applicability

1.1 These General Conditions apply to the offers, orders and individual sale-purchase agreements resulting therefrom (each "an agreement" hereunder) with respect to deliveries of products by Supplier.

1.2 Supplier reserves the right to modify these General Conditions at any time by publishing a new version on its website or otherwise communicating such new version to the Buyer. The Buyer declares that he/she has read all the General Conditions and accepts them without restriction or reservation.

1.3 The applicability of the Buyer's (purchasing) conditions or references to other conditions is hereby expressly excluded by Supplier, unless otherwise agreed in writing in the agreement between the parties.

2 - offers

2.1 All offers made by Supplier are, unless explicitly stipulated otherwise, free of obligation, only indicative and based on delivery or execution under normal circumstances and during normal work times.

2.2 Documentation and other data such as dimensions, weights and totals supplied with an offer are as accurate as possible but do not bind Supplier unless explicitly confirmed otherwise in writing.

3 - order acceptance

3.1 An order issued by the Buyer is binding on the Buyer. No order will be deemed binding on Supplier until Supplier issues a written acceptance of such order.

3.2 Supplier reserves the right to alter quantities, delivery dates and lead times of the order following consultation with the Buyer.

4 - prices

4.1 Unless agreed otherwise, all prices quoted shall be in Euro ("EUR") Ex-Works (Incoterms 2020) Supplier's shipping point, unless indicated otherwise on the price list.

4.2 Supplier may increase prices at any time in its sole discretion but will use its best efforts to give the Buyer reasonable prior notice before the effective date of the price changes. PO's already accepted by Supplier before the effective date of any change in price will remain at the price at the time of acceptance of the PO.

4.3 All prices specified by Supplier are excluding sales tax and/or other levies and are based on the pricing factors applicable at the time of the offer.

5 - delivery and transfer of risk -Force Majeur - Hardship

5.1 Periods indicated or accepted by Supplier for delivery or the carrying out of activities/services are meant as an indication only. The sole expiry or exceeding of a period does not cause a situation of default and does not give the Buyer right to damage compensation.

5.2 Unless agreed otherwise, accepted orders will be delivered, and risk of damage of loss in the products shall transfer upon delivery in accordance with, Ex-Works (Incoterms 2020) Supplier's facility.

5.3. If delivery of the products cannot take place in conformity with the delivery protocols applicable at Supplier due to circumstances attributable to the Buyer, any extra charges or damage will be charged by Supplier to the Buyer.

5.4. If the Supplier suffers from a shortage of products for any reason (including due to force majeure events), Supplier may allocate available products amongst its customers on an equitable basis having regard to their requirements.

5.4.1 Notwithstanding anything to the contrary in these General Conditions, Supplier shall not be liable to the Buyer if the performance of its obligations is being prevented, hindered, delayed or rendered more difficult, more costly or unprofitable by reason of circumstances or events beyond Supplier's reasonable control or inevitable including (but not limited to) Acts of God, war, riot, strike, lock-out,

trade dispute or labour disturbance, accident, government imposed restrictions on use of energy, water or other resources, epidemics, pandemics, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of Products or of raw materials by Supplier's normal source of supply or the manufacture of Products by normal means or the delivery of Products by Supplier's normal route or means of delivery.

5.4.2 If changes in economic and/or business conditions beyond the control of a party and which could not have been reasonably foreseen and/or assumed by that party at the time of conclusion of an agreement hereunder occur, thereby placing an excessive burden on such party in the performance of its contractual obligations (other than the [Buyer]'s payment obligations), then upon the written request of such party the parties shall promptly meet to consider whether hardship exists and, if so, what modifications, if any, to the terms of the contract are necessary to provide a fair and equitable method of mitigating, removing or avoiding any such hardship; such method to recognize the interests of both parties. Orders accepted during this period are executed on an 'ad hoc' basis, without any commitment for any future delivery and subject to a new agreement at short term between parties.

6 - reservation of ownership

6.1 To the maximum extent permitted by law, title to all Products remains with Supplier until full and irrevocable payment of the price for such Products (including transportation charges (if so agreed), taxes and late payment interests).

6.2 Up until the time of payment, the Buyer is bound to store the products in such a way that the products are recognizable as subject to reservation of ownership. In the event of late payment the Buyer must return products still in stock on the first request of Supplier. Without prejudice to the foregoing, the Buyer hereby gives to the Supplier irrevocable authority to enter its premises without notice for the purpose of collecting and removing the products.

7 - non-conformities and returns

7.1 The Buyer must inspect the products immediately after delivery or have them inspected. If on delivery the products do not suffice with regard to the agreement, the Buyer must report this no later than within seven (7) days of delivery by e-mail to Supplier. In the case of exceeding this period, the Buyer is considered to have accepted the products and waives any rights and authority that the Buyer may have on the basis of the law and/or the agreement and these General Conditions.

7.2 Claims based on a non-conformity by the Buyer as referred to here do not suspend the payment obligations of the Buyer.

7.3 If after receiving a complaint from the Buyer Supplier confirms that there is a non-conformity of the goods supplied, the Buyer may return the non-compliant goods to Supplier, whereby the conditions in the Ecolab Europa returns policy are applicable. The returns policy is available on the website www.ecolab.com/returns or on request from Supplier's customer service department. The Buyer must act in accordance with and suffice with regard to the Ecolab Europa returns policy..

7.4 Minor non-compliances and/or those of subordinate nature and customary in the sector as regards color, composition, weight, or appearance compared to models, samples or examples are not considered as non-conformities

8 - payment

8.1 Unless otherwise agreed in writing, all invoices sent by Supplier must be paid by the Buyer within thirty (30) days of the invoice date to one of the bank accounts mentioned on the invoice of Supplier and in the currency specified on the invoice.

8.2 The Buyer becomes in default by virtue of the sole expiry of the payment period without notice of default being required. From that time the Buyer becomes owing interest on the outstanding amount (in conformity with the Law of 2 August 2002 concerning late payments with commercial transactions). The Buyer is then also bound to pay compensation amounting to €40 for administrative costs. Supplier is also entitled to supplementary damage compensation if its recovery costs exceed the amount of €40.

8.3 Each payment by the Buyer firstly covers the settlement of this due interest as well as the judicial and extrajudicial costs, and is then deducted from the oldest outstanding claim.

8.4 Buyer may not set-off, deduct or withhold payment of any amount due to Supplier because of any counter-claim, abatement, or other reason.

9 - warranty

9.1 For the products supplied and services carried out - to the extent these are provided by third parties - Supplier never gives a longer warranty than given to Supplier by the abovementioned third parties.

9.2 Without prejudice to the above, for the products manufactured or supplied by Supplier, Supplier provides a warranty in accordance with the following provisions:

(a) Supplier warrants that the Products to be delivered to Buyer pursuant to this Agreement conform to the specifications for the products as communicated by Supplier to Buyer and have been manufactured in accordance with Regulation 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency as may be replaced and/or amended from time to time and are checked in accordance with an internal quality control procedure, incorporated in CI Lines ISO 9001 certification. This warranty is the sole warranty given by Supplier to Buyer relating to such Products and is exclusive of any other warranty or remedy, whether expressed or implied.

(b) Buyer will notify Supplier of (i) any (alleged) shortages, errors or visible defects in the shipment of Products, within seven (7) days of Buyer's receipt of such shipment and (ii) any latent defects, within seven (7) days from the date Buyer becomes or should have reasonably become aware of such defects. Parties shall act further in accordance with the return policy of Ecolab, referred to under art 7.3 of the present General Conditions.

9.3 Supplier will provide Buyer with the safety data sheet for all Products for which such a material safety data sheet is available. It is Buyer's responsibility to use the products in a safe manner in accordance with the instructions on the label and in the material safety data sheet.

9.4 Buyer understands and agrees that Supplier can provide no warranties regarding product quality, product compliance and product traceability if the Products are no longer in their original package, as packed by the Supplier.

10 - liability, indemnification and lapse

10.1 To the extent permitted by law, Supplier only accepts liability if damage suffered by the Buyer:

a) is the direct consequence is of deliberate or intended recklessness on the part of Supplier or persons who are members of the company management of Supplier; or

b) is the direct consequence of a defect in the goods produced and/or supplied by the Supplier.

10.2 Supplier can never be held liable for indirect damage or consequential damage or for (consequences of) delays in the carrying out of assembly, repairs, maintenance or any other activities whatsoever. Any statement of the duration of the abovementioned activities is always an estimate and is only for indication.

10.3 To the extent not in contravention of any legal provision, the total liability of Supplier (except when caused by deceit of intent on the part of Supplier) resulting from the agreement or these General Conditions is limited to the annual purchase price to be paid by the Buyer for the goods supplied excluding sales tax. Should the restrictions of liability of Supplier summarized here or an appeal against them not be accepted by law, the liability of Supplier is limited to damage to the property of the Buyer and physical injury.

10.4 The Buyer indemnifies Supplier against all claims from third parties for damage as a result of a defect in an item supplied to a third party and that (partly) consisted of items supplied by Supplier subject to and to the extent that the Buyer demonstrates that the damage was exclusively caused by Supplier.

10.5 To the extent not agreed otherwise in writing, the right of the Buyer to make legal claims on the basis of the agreement or these General Conditions lapses one year after the delivery date.

11 - intellectual proprietary rights

11.1 All rights to intellectual property (including know-how) with respect to deliveries, activities and services provided by Supplier remain exclusively with Supplier or its licensors. The Buyer only obtains a right of use to the extent required to be able to use the deliveries, activities and services in compliance with these conditions.

11.2 Unless explicitly agreed otherwise, Supplier obtains all rights forthcoming from

intellectual proprietary rights (including know-how) and all claims that originate within the context of the activities or services provided under these Conditions. Copyright is one of the intellectual proprietary rights that are transferred. The transfer of the copyright comprises the following exclusive rights:

a. The primary rights: reproduction, commercialization and communication:

- the right to use the deliveries, activities and services provided or have them used;

- the right to produce, commercialize, distribute and/or sell any product of the deliveries, activities and services provided;

- the right to present the deliveries, activities and services wholly or partly through any communication channel;

- the right to reproduce the deliveries, activities and services provided;

b. The secondary rights: adaptations:

- the right to process or adapt the deliveries, activities and services provided;

- the right to integrate the conducted deliveries, activities and services in one or a number of databases and/or other works;

- the right to receive payment when one of the deliveries, activities or services provided is licensed to a third party.

c. The moral rights of the Buyer:

- The intellectual proprietary rights ensuing from the deliveries, activities or services provided are transferred for the whole duration for which they are protected by law, and transferred worldwide under exclusive title to Supplier.

On the first request of Supplier the Buyer will immediately grant all cooperation to effect this acquisition.

11.3 Unless otherwise agreed, Supplier hereby grants the Buyer a limited license to make use of the deliveries, activities and services it has purchased, on the condition that the Buyer will only use the deliveries, activities and services in compliance with these conditions and any supplementary reasonable instructions from Supplier.

11.4 The Buyer holds Supplier harmless for any damage (including costs) that may be awarded or agreed to be paid in connection with any claim that relates to the deliveries, activities or services provided that infringes the intellectual proprietary rights of any third party.

12 - resale

12.1 The Buyer will always treat the goods supplied with care and take no action that may affect the quality, the working or the safety of the goods, or infringe laws and regulations that may damage either the good name and reputation of the brand or the name of Supplier.

12.2 In the case of resale the Buyer is bound to the following unless explicitly agreed otherwise:

a. to only sell goods and bring them into circulation in the original Supplier packaging without any change or damage; and

b. ensure that these General Conditions are declared correspondingly applicable;

13- applicable law and competent court

13.1 All legal relationships between Supplier and the Buyer fall exclusively under the jurisdiction of Belgian law. The applicability of the Vienna Convention is hereby explicitly excluded.

13.2 Any disputes between Supplier and the Buyer will be brought before the authorized law court of the district of Ieper.

14- other provisions

Whenever possible, the provisions of these General Conditions shall be interpreted so as to be valid and enforceable under applicable law. However, if one or more provisions of these General Conditions is found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of these General Conditions shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed, subject, however, to the operation of this clause not negating the essential commercial and other aspects of these General Conditions. Moreover, in this case, the parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision which embodies as closely as possible the purpose of the invalid, illegal or unenforceable provision(s).