

GENERAL TERMS AND CONDITIONS CINDAX B.V.

1. Definitions

For the purpose of these general terms and conditions and unless expressly provided otherwise, the following terms shall have the meanings assigned to them:

- **Subscription:** the agreement between Cindax and the Client, whereby for the duration of a specific period and against payment of a fee, Cindax provides the Client with a specific number of user accesses to and user rights to one or more specifically described Databases;
- **Advisory Services:** the advice provided by Cindax, which in all events includes the provision of advice to the Client on cleaning methods of tanks that store chemical or other products;
- **Cindax:** the private limited liability company Cindax B.V., with its registered office in Heinenoord, municipality Binnenmaas, listed in the trade register of the Chamber of Commerce under number 64760103;
- **Content:** all works, data and information, or other independent materials from Cindax and/or third parties, including information, data and data analysis with respect to (the composition of) chemical or other products and (advice with regard to) tank cleaning (procedures) that are contained in the Database;
- **Database:** a database developed by Cindax consisting of a systematic and methodically organised collection of Content that is accessible through online Access Software;
- **Database Services:** all services that are offered or rendered to the Client by Cindax as part of a Subscription;
- **Services:** all Cindax' Services (including Advisory Services and Database Services);
- **Client:** the (intended) recipient of the Services;
- **Access Software:** computer programmes that enable and support the operation of the Database(s) and that allow the Client to select, request, review and/or print (part of) the Content.

2. Applicability

2.1 These general terms and conditions apply to all quotations, requests, order confirmations and advice provided by Cindax, and to all agreements with and orders to Cindax.

2.2 The applicability of other terms and conditions (of the Client or otherwise) are hereby expressly rejected and excluded.

2.3 The Client may only invoke deviations from and additions to these general terms and conditions if and to the extent as these have been accepted by Cindax in writing.

2.4 If any provision of these General Terms and Conditions is declared null and void or annulled, the other provisions of these General Terms and Conditions shall remain in full force and effect, and Cindax and the Client shall consult together in order to agree on (a) new provision(s) and replace the null and void or annulled provision(s), duly observing as much as possible the object and purport of the provision that is declared null and void or annulled.

3. Quotations, offers and orders

3.1 All quotations and offers are non-binding, even if they contain an acceptance period.

3.2 The Client will not have the right to share, distribute or convey in public the (Content of) quotations, offers or orders, unless specifically approved by Cindax.

3.3 Cindax is only bound by an order after such order has been accepted in writing or its implementation has begun. Cindax is moreover only bound as was accepted in writing.

4. Implementation of Services

- 4.1. Cindax is entitled to carry out the Services at its own discretion, whether or not by engaging third parties, and whether or not in parts.
- 4.2. The term agreed with the Client for Cindax to comply with its obligations is only intended for guidance only and shall not be considered as a firm deadline.
- 4.3. The agreed duration of the Services will be extended by the amount of time that the implementation is delayed due to force majeure. The duration will also be extended by the amount of time that the Client is later in the fulfilment of any of its obligations than is agreed to or could reasonably be expected by Cindax.
- 4.4. The Client is required to enable Cindax to implement its Services without restrictions.
- 4.5. The Client is responsible for the accuracy of the data it provides.
- 4.6. Insofar as the agreement includes among others the rendering of Advisory Services, the provisions of article 5 of these general terms and conditions also apply.
- 4.7. Insofar as the agreement includes among others the rendering of Database Services, the provisions of article 6 of these general terms and conditions also apply.

5. Advisory Services, information provision by the Client and security

- 5.1. The Advisory Services will commence at the agreed time, but not before Cindax has in its possession all documents and data to be provided by the Client, and not before any agreed upon advance payment has been received by Cindax, or any agreed upon security for payment has been issued in favour of Cindax.
- 5.2. All orders for the provision of Advisory Services will be implemented by Cindax with due care and it will do what is necessary and can reasonably be expected to implement the Advisory Services. Cindax is not responsible for the achievement of any concrete (cleaning) results. With regard to the provision of Advisory Services, Cindax' obligations are means-based (i.e., obligations to perform to its best ability) and not results-based.
- 5.3. The Client will provide Cindax with the information necessary to implement the agreement, as well as any data that Cindax deems necessary, including but not limited to the so-called Safety Data Sheets. This data shall be provided timely and in the requested format. Cindax has the right to suspend the implementation until such time Cindax considers this information requirement has been fulfilled.
- 5.4. The Client is responsible for the accuracy of the data provided to Cindax for the implementation of its Advisory Services, including and in particular the Safety Data Sheets.
- 5.5. The Client must ensure that Cindax is informed immediately about any facts and circumstances which may be relevant in connection with the correct implementation of the Advisory Services.
- 5.6. The advice provided with regard to the Advisory Services is directed exclusively to the Client and is not intended for any third party. The Client indemnifies Cindax against any claim by third parties relating to the use of any advice provided by or on behalf of Cindax.

6. Database Services

- 6.1. The Database Services are offered through a Subscription to be taken out by the Client.
- 6.2. Under the Subscription and for the duration of the Subscription Cindax will grant the Client the non-exclusive and non-transferable right to use (the Content of) the Database(s) for the number of users that has been specifically agreed. Only natural persons who are employed by or on behalf of the Client can be presented by the Client as subscribers.
- 6.3. When producing the Database(s) Cindax makes significant use of works, data and information or other independent materials from third parties. Although Cindax pays much care and attention to developing and updating the (Content of) the Database(s), Cindax is not responsible for the accuracy, adequacy and/or completeness of the Content recorded in the Database(s). Any use and application by the Client of the (Content of) the Database(s) is done only and entirely at the Client's own risk.

6.4. The Subscription will start at the agreed time or as much earlier as Cindax has provided the Client with the access code(s) to the Database(s).

6.5. The Subscription is entered into for a period of 1 (one) year, or as much longer or shorter as agreed with the Client. After the initial term referred to in article 6.4, Subscriptions will be automatically renewed for a period of 1 (one) year, unless written notice of termination is given, no later than 1 (one) month before its expiry date.

6.6. If the Subscription has been entered into for a trial period that has been specified as such by Cindax, the Subscription will terminate automatically at the end of that trial period.

6.7. Cindax will only provide the Client with access to the Database(s) if the contract form, whether electronically or paper-based, has been fully and truthfully completed and signed by the Client, and received and accepted by Cindax.

6.8. The Client must keep any supplied access codes to the Database(s) strictly confidential, and will only reveal such a code to persons employed by the Client whose names had been confirmed when entering into the agreement.

6.9. The Subscription solely grants the right to the Client to use the Content for its own purpose, and only in the context of the normal course of its professional practice or business. The Client is not entitled to give use to or in any other way disclose to third parties the Database and/or the Content or copies thereof.

6.10. Instructions with regard to the use of the Database must be strictly adhered to.

6.11. The Client shall indemnify Cindax against any claim by third parties relating to the use of the Content by the Client.

7. Termination and rescission

7.1. Cindax is entitled at all times to (prior to the end date) terminate the agreement (including a Subscription) by means of a written notice, and subject to a notice period of at least 6 months, without being liable for any damages.

7.2. In the cases described below, Cindax has the right to rescind the agreement (including a Subscription) with immediate effect, either partially or entirely, without prejudice to the right to claim compensation:

a. if the Client proceeds with the liquidation of its business, requests a (temporary) moratorium, files a petition for bankruptcy or the Client is declared bankrupt, or if the business of the Client is wholly or partially discontinued or closed down;

b. if the Client does not, not timely, or not adequately fulfil any of its obligations and does not remedy such default within 30 days following a written notice of default;

c. if the Client does not, not timely, or not adequately fulfil any of its obligations, and fulfilment or remedy is no longer deemed possible;

d. if the Client has repeatedly and attributably failed to fulfil its obligations under the agreement, or has attributably failed to such an extent that the continuation of the agreement cannot reasonably be expected of Cindax.

In the cases referred to under a, c and d, a prior notice providing for a term as under b is not required. If the Client has failed to meet its obligations, on time or adequately, as referred to under b as a result of late or incomplete payment by the Client, a prior notice providing for a term as referred to under b is also not required.

7.3. In the event of rescission of the agreement on the basis of the provisions in article 7.2 Cindax has the right to full payment of the agreed price for the Services plus a compensation for any damage whatsoever suffered by Cindax as a consequence of the termination.

8. Consent for use by the Client

8.1. Cindax has the right - which has been specifically permitted by the Client when entering into the agreement (including a Subscription) - to anonymously use and record the results obtained from the Advisory Services on behalf of the Client in one or more Databases.

8.2. Cindax is allowed to measure and update the (levels of) use of a Subscription for the purpose of producing (anonymous) statistics for internal use.

8.3. Unless otherwise agreed, Cindax has the right to disclose the name of the Client to third parties as an indication of its experience and the type of clients Cindax is working or has worked with.

9. Prices and payment

9.1. All prices specified by or agreed with Cindax are exclusive of VAT.

9.2. Cindax reserves the right to change its prices and rates. In the event of a Subscription, Cindax is authorised to change its prices and rates (including during the implementation of the agreement) for those Database Services that are provided after the change in price and/or rate.

9.3. Price increases as a result of government measures that apply to Cindax, social contributions or legal rules and regulations, can at all times be charged to the Client.

9.4. If such increases in cost beyond Cindax' control occur to the effect that Cindax can no longer be reasonably expected to maintain the agreed prices or rates, the Client hereby already accepts such price change.

9.5. Before implementing the increase of prices and/or rates as referred to in articles 9.3 and 9.4, Cindax will provide the Client at least 30 (thirty) days written notice thereof.

9.6. For all Database Services a monthly fee is payable, irrespective of the actual use of the Database Services. The fees will be based on the number of agreed users that in the relevant month, including a part of a month, uses the Database Services. The amount due per period is payable in advance.

9.7. The Advisory Services will be invoiced monthly - in advance - by Cindax.

9.8. Payment must be made within 14 (fourteen) days after the invoice date. Complaints about invoices must be reported to Cindax in writing within 8 days after the invoice date.

9.9. In the event of late or incomplete payment the Client will be in default by operation of law, without any notice of default being required. In that case the Client will pay a contractual interest of 1% of the outstanding amount per calendar month, whereby a part of a month will be considered as a full calendar month.

9.10. All costs arising from or in connection with extrajudicial or court collection of claims are for the account of the Client.

10. Force majeure and/or exceptional circumstances

10.1. Cindax has the right to invoke force majeure, if the implementation of the agreement is prevented or impeded in whole or in part, temporarily or otherwise, by circumstances beyond its reasonable control, including events preventing Cindax from carrying out its services, due to a (attributable) fault or carelessness by a third party, a business or network failure or business interruptions of any nature and regardless of its origin, delayed or late delivery by one or more of Cindax' suppliers, more in particular the loss of ASP services of the hosting provider of Cindax or similar services.

10.2. During the period of force majeure the obligations of Cindax will be suspended. If the period of suspension exceeds a period of 90 (ninety) days both parties are authorised to rescind the agreement in whole or in part, without any obligation to pay damages or to unwind obligations already performed.

11. Intellectual property rights and rights of use

11.1. All intellectual property rights, including but not limited to copyright and database rights with regard to the Advisory Services, Content, Database(s), Services and Access Software (including in any case the computer programmes and the preparatory materials, the table of contents, the structure and organisation of the Content, in particular the mutual linking structure between the various documents, the classification of the content, the used combination of search functionalities, the texts from the help file, the used design and layout) belong to Cindax.

11.2. Cindax is the exclusive owner of the database rights in respect of the entire Content, unless provided otherwise by law. The Client acknowledges that the Database(s) operated by Cindax, is/are a collection of works, data or other independent materials which are systematically or methodically organised, for which the obtaining, verification and presentation of its contents constitute a substantial investment for Cindax. The Client will not dispute this substantial investment, whether judicially or extrajudicially.

11.3. The Client and/or any third parties engaged by the Client is/are not permitted to use, reproduce, store, copy, convey in public or distribute the Content (including advices) for commercial purposes or otherwise, without the prior written consent of Cindax (in any other way than stipulated in these general terms conditions). The latter expressly includes the creation of an own product or service using the (results of the) Advisory or Database Services, for example by creating traffic to its own site, among others for sales or advertisement purposes. It is also not allowed to include or mirror the (search) results of the Database or advices into an own product or service (whether or not in a changed format) nor to publish the results on an own website.

11.4. No *meta search* will be performed on the Database Services or on the Content for commercial purposes, such as sales of advertising. Searching or using the Database(s) by means of automated commands is also not permissible.

12. Complaints

12.1. Complaints about the Services must be reported in writing (including e-mail) accompanied by a proper substantiation by the Client within 14 (fourteen) days after discovery thereof. After expiry the abovementioned term Cindax will be deemed to have fulfilled its obligations, unless the Client proves otherwise. Cindax will handle all complaints with great care and will inform the Client on its findings and possible solutions as soon as possible.

13. Obligation and Liability

13.1. Cindax shall operate as the sole contracting party of the Client and not the persons or legal entities associated with Cindax, even if it is the Client's intention that an assignment is carried out by a specific person associated with Cindax. The persons and/or legal entities associated with Cindax, including its employees and contractors, will not be personally bound or liable to the Client. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code are excluded.

13.2. Liability of Cindax for damage to persons or property, including but not limited to damage to products, tank containers, water treatment and/or storage facilities of the Client and/or third parties, caused by inadequate Services, is excluded, except if and insofar as such damage is caused by intentional acts or gross negligence by Cindax or its own employees. Except in cases of intentional acts or gross negligence by Cindax, Cindax' liability for business, consequential or indirect damages, including (but not limited to) loss of profit, lost savings, damage due to business interruption and environmental damage (including oil, air and water pollution), is excluded.

13.3. Cindax is never liable for damage in any form as a result of the inaccuracy, incompleteness, or not being up-to-date of the (Content of the) Database(s).

13.4. In all events where Cindax is liable for the payment of damages, this will never be higher than the amount which in that specific case is actually paid out under a (professional liability) insurance taken out by or on behalf of Cindax.

13.5. If Cindax, for whatever reason, is unable to invoke the restriction of article 13.4, the liability of Cindax will be limited to the net amount invoiced to the Client in connection with the agreement. In the event of a Subscription, for the purpose of determination of the limitation of Cindax' liability, the net invoice amount shall to be established based on the total of the net amounts Cindax invoiced to the Client over a period of ninety (90) days prior to the day that the event giving rise to the damage occurred.

13.6. Any claim against Cindax, other than those recognised by Cindax in writing, expires by the elapse of twelve months since the occurrence of the claim.

13.7. The persons and/or legal entities that are directly or indirectly associated with Cindax and in any way involved in the rendering of Services by or on behalf of Cindax, including, as the case may be, employees and contractors of Cindax, may also invoke this limitation of liability.

14. Miscellaneous

14.1. If Cindax has allowed deviations from these general terms and conditions for a short or longer period of time, and whether tacitly or not, Cindax' right to seek immediate and strict compliance with these general terms and conditions will remain in force.

14.2. If a party notifies the other party of an email address under the agreement and in writing, the other party is entitled to send all correspondence to the relevant e-mail address until a new e-mail address is confirmed. Changes in details must be reported to the other party immediately.

14.3. Cindax has the right to modify or revise these terms at any time.

14.4. In the event of any conflict or inconsistencies between the Dutch-language version of these general terms and conditions and any translation hereof, the Dutch text will prevail.

15. Applicable law and disputes

15.1. The legal relationship between the Client and Cindax is governed by Dutch law.

15.2. All disputes between Cindax and the Client will be submitted in first instance to the competent court in Rotterdam.