

CHEMPOINT.COM-EMEA BV

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 Acceptance and enforceability

1.1.1 These Terms and Conditions of Sale (the "Terms") are the exclusive contract between Buyer and CHEMPOINT.COM-EMEA BV (the "Seller") and will apply to all sales and deliveries, all offers, quotations and orders placed with the Seller by another party (the "Buyer") "Products" means any goods and/or services agreed in the Contract to be sold and delivered by the Seller to the Buyer. All references to prices, Products and services contained in these Terms shall be taken to mean the prices, Products and services detailed in the relevant order form issued by the Buyer ("Order") as subsequently accepted or amended by the Seller's written confirmation of Order. A "Contract" will be deemed to have been concluded after the Seller has confirmed in writing an Order placed by the Buyer, or has commenced the execution of such Order, whichever occurs first.

1.1.2 These Terms are the only terms upon which the Seller is prepared to deal with the Buyer.

1.1.3 Any variation from these Terms will be valid only if and to the extent that it has been expressly confirmed by the Seller in writing.

1.1.4 Placing an Order with the Seller shall be interpreted as the Buyer's complete and unconditional acceptance of these Terms, including the specifications, prices and rates in effect at the Seller, to the exclusion of any other documents such as prospectuses and catalogues issued by the Seller, which only have informational value.

1.1.5 The Purchase Order constitutes an offer by the Buyer to purchase goods in accordance with these Terms.

1.1.6 The Purchase Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Purchase Order at which point and on which date the Contract shall come into existence (Commencement Date).

1.2 Modification of the Products

1.2.1 As long as the offer has not been accepted, the Seller reserves the right to make at any time any modifications that it deems useful to the Products, and to alter without prior notice the models defined in its prospectuses, catalogues or any other documents.

1.2.2 The Seller is at all times entitled to effect adjustments in the Products to be delivered or the services to be performed, in order to improve them or comply with government regulations.

1.3 Cancellation of an order

The Buyer may only cancel an Order before the Seller's written confirmation of Order and with the written consent of the Seller.

2. PRICES

2.1 Unless otherwise agreed in writing, all prices are quoted exclusive of VAT and other taxes or charges, transport and insurance costs and all other costs, to be determined in accordance with these terms and conditions. Buyer shall reimburse the Seller for all taxes or other charges by any national, state or municipal government upon the sale, use, production, or transportation of Products, which the Seller is required to pay. The Seller has the right to issue a supplementary invoice in respect of any increase in tax or duty between the date of dispatch and the date of delivery for which the Seller may be liable to the appropriate authorities. All payments must be made in mutually agreed currency.

2.2 Subject to Conditions 2.4, 2.5 and 2.6, the price for the services or each delivery of goods will be as detailed in the relevant Order, as amended by the relevant Acceptance of order or, if no pricing information is contained therein, will be in accordance with the Seller's price list in force from time to time.

2.3 The Seller reserves the right to alter the prices, at any time, until the order is confirmed.

2.4 The Seller shall provide the Buyer with 15 days advance notice of any price increase. The Buyer shall be entitled to cancel its order by providing written notice to the Seller, only if the goods or services provided under that relevant Purchase Order are provided by the Seller out of the Seller's normal stock offering and do not form part of a particular stocking arrangement, such notice to be given within 2 days of the Buyer receiving notice of the price increase. If written notice of cancellation is not received by the Seller within 2 days then the Contract will continue in force.

2.5 The Seller may adjust prices at any time where the Seller experiences increased costs of providing the Products to the Buyer, as a result of any of the following:

- (i) governmental interventions, including but not limited to, governmental orders or policies, changes in taxes, tariffs, rebates and currency exchange; and/or
- (ii) uncontrollable raw material costs increases due to energy shortage, product shortages or breakdowns in manufacturing outputs and unforeseen increase costs of importing products rendering the terms of the contract economically unviable; and/or
- (iii) increased costs of transportation.

2.6 Where as a direct result of the United Kingdom's withdrawal from the European Union the Seller's costs of delivering the goods are materially increased, the Seller shall be entitled to increase the price of the goods on at least 14 days' written notice to the Buyer for such Products delivered from, to or via the United Kingdom (at any point in the supply chain). This increase shall be documented by the Seller, but for avoidance of doubt, does not need to be agreed by the Buyer in advance. For the purpose of this condition, an increase of 5% or more of the Seller's costs shall in all cases be deemed to be a "material" increase".

3. PAYMENT

3.1 Payment term

3.1.1 Payment terms are net thirty (30) days from date of invoice. Past due balances are subject to a late payment charge of 1 1/2% per month, or the maximum amount permitted by applicable law, whichever is less and the Seller has total discretion as to whether there will be any set-off or deduction. Buyer shall pay all charges, costs and legal fees incurred in collecting amounts owed. If payment is due on a non-working day then it will be payable by the last working day before the due date.

3.1.2 Buyer's default in payment shall automatically give rise to the immediate payability of any amounts due for other deliveries, or for any other cause, if the Seller does not cancel the corresponding Contracts. Alternatively, the Seller shall be entitled to suspend any or all further deliveries and the performance of services under the Contract until the full payment of the amounts due.

3.1.3 Under no circumstances may payments be suspended in any way without the Seller's prior written consent. No disputes arising under the Contract or delays (other than delays accepted by the Seller in writing) shall interfere with prompt payment by the Buyer.

3.1.4 The Seller reserves the right, at any time, to withhold credit facilities from or to limit the amount or period of credit it will grant to Buyer. If the Seller has granted the Buyer credit, the Buyer shall no later than 7 days after Seller's written request, provide the Seller with a bank guarantee acceptable to Seller sufficient for the proper fulfilment of the Buyer's obligations under the Contract. If the Buyer fails to do so the Seller has the right to immediately terminate the Contract.

3.2 Instalments

Where Products are delivered by instalments or the services performed in stages the Seller may invoice each instalment or stage separately and the Buyer shall pay such invoice in accordance with these conditions.

3.3 Legal Proceedings

In the event that the Seller is fully or largely successful in legal proceedings to which the Buyer is a party, the Buyer will be obliged to compensate all costs incurred by the Seller in connection with such proceedings, also to the extent that such costs exceed the cost award made by the court. The Seller may invoke this clause irrespective of whether the Buyer has appealed against the relevant judgment at the court of appeal or at the Highest Courts.

4. PACKAGING CONDITIONS

4.1 The Seller or the Seller's manufacturers or suppliers provide written instructions and/or advice to the Buyer for the safe use of the Seller's Products and containers (such as crates, drums, boxes, cases or carboys) and other types of packaging (further copies available on request). The Seller accepts no liability whatever for any losses, costs or other claims caused where the Buyer uses its own containers or caused as a result of the Buyer's failure to use the Sellers' goods, containers or other packaging in accordance with the written safety instructions and/or advice.

4.2 Where the Seller delivers the Products to the Buyer, the Seller ensures that all packaging in the form of crates, drums, boxes, carboys etc. are suitable to protect the Products from damage during delivery. The Seller can accept no liability for any loss or damage caused where such packaging is used for the further transportation of the Products or other unconnected goods and the Buyer must satisfy himself that the goods are safely packaged for such transportation.

5. TRANSPORT AND DELIVERY

5.1 Delivery timeframe and location

5.1.1 Time for delivery of the Products and completion of the services is given as accurately as possible but is not guaranteed. In the event that the Seller is unable to deliver the goods or services at the indicated time of delivery/completion the Seller shall use its reasonable endeavours to notify the Buyer of the delay. Upon written notice by the Seller, the Buyer agrees to negotiate in good faith with the Seller to agree on a new delivery date. Regardless of the circumstances, timely delivery may only occur if the Buyer is up-to-date with all of its obligations to the Seller.

5.1.2 Except where otherwise agreed, the Seller shall deliver to the premises stated in the Contract. Acceptance of any change to the delivery point requested by the Buyer shall be at the Seller's sole discretion and the Buyer shall be liable for any additional expenses incurred by the Seller as a result of such change.

5.1.3 Goods are not permitted for resale by the Buyer unless expressly agreed in writing by the Seller.

5.2 Risks associated with delivery, transport and reception

5.2.1 Where the Seller delivers goods and containers/packaging to the Buyer, the Products shall, unless otherwise agreed in the Contract, be delivered Ex Works. The Seller accepts no liability whatever for any losses, costs or other claims in connection with the transfer of the Products and containers/packaging from the Seller's point of delivery to the Buyer's storage location. No liability can be accepted for damage in transit unless the Buyer notifies the site from which the Products were ordered or the Buyer's usual customer representative within three (3) working days of receipt of the Products, and confirms by notification in writing within seven (7) working days of receipt of the Products. For latent and not reasonably apparent defects, Seller must be notified within 5 working days of discovery and in any event no later than 3 months from the date of delivery. Where Seller is notified of the damage to the Products in accordance with this provision, Seller shall repair or replace the Products at its sole option.

5.2.2 Regardless of the delivery arrangements, including deliveries shipped carriage free and notwithstanding the reservation of title clause, the transfer of risks to the Products and their packaging to the Buyer shall take place as of the shipping from the Seller's warehouses. Accordingly, the Products and/or their packaging travel at the risk of the Buyer, who shall be responsible, in case of damaged, lost or missing items, for communicating any reservations or for exercising any remedy with the carriers responsible.

5.2.3 Where the Buyer collects the goods from the Seller, although the Seller may inspect any collection vehicle used by the Buyer, the Seller shall not be responsible for any losses caused or claims made to the Buyer as a result of the unsuitability/inappropriateness of the vehicle in any respect whatsoever.

5.2.4 If the Buyer does not promptly discharge road tankers used to deliver the Products to the Buyer, the Buyer shall indemnify the Seller against any liability whatsoever, including, but not limited to, a liability to pay demurrage or similar payments owed to the owner/operator of the road tanker in respect of the consequent delay.

5.2.5 Where the Buyer receives goods via a Power Take Off delivery system, it is the Buyer's responsibility to ensure that all operating instructions and health and safety procedures are followed at the point of delivery and the Seller accepts no responsibility for any claims, losses, costs or damage caused at and from the point of transfer to the Buyer's installation.

5.2.6 The Buyer will sign a delivery slip "for acceptance" when the Products are made available for delivery. Any acceptance shall take place on the doorstep of the place of delivery. Any instruction given by the Buyer to the employees of the Seller or the Seller's carrier to allow the Products in its facilities or to have it allow any handling in any way shall take place at the Buyer's own risk.

5.3 Quantity

5.3.1 The Seller reserves the right to deliver less or more than the quantity of Products ordered by up to 5 % and the Buyer shall pay for the quantity actually delivered. Measurements of volume or weight are also subject to variation as a result of normal manufacturing or packing processes and the Buyer must accept such variations up to 5 % of the stated measurement.

5.3.2 Failure by the Buyer to take delivery of any one or more instalments of Products delivered in accordance with the Contract shall entitle the Seller to terminate the Contract either in whole or part.

5.3.4 Ex-stock goods are offered subject to the same not having been sold elsewhere prior to receipt of unqualified acceptance of the Seller's quotation.

6. WARRANTIES

6.1 The Seller warrants that the Products conform to the specifications published by the Seller or to the manufacturer's specifications (if any) at the time of delivery. The Seller warrants that services

provided by the Seller will be consistent with the Seller's standard specifications or, if none, with the Seller's standard practices. Buyer acknowledges that the Seller acts as a distributor for Products not branded by the Seller (Resale Products).

6.2 THE SELLER MAKES NO FURTHER WARRANTIES WHATSOEVER CONCERNING THE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. THE SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

6.3 The Buyer is, therefore, solely responsible for ensuring, prior to placing the order, that the Products are fit for the particular purpose envisaged by the Buyer. The Buyer is required to inspect the Products, immediately upon delivery, for compliance with the order with respect to their quantity and quality. This inspection by the Buyer shall take place in any event prior to the release or the production of a Product. The Buyer shall take reasonable precautions to prevent any contamination of Products caused through no fault of the Seller during carriage or otherwise from entering the Buyer's production process. Moreover, Buyer undertakes to not use a Product delivered by the Seller in a production cycle without ensuring in advance that the Product corresponds to the required specifications for the proposed production. The Buyer acknowledges that it is relying on its own expertise and knowledge and not that of the Seller in entering the Contract.

6.4 Recommendations for use of the Products, technical advice, whether given in writing, orally, or to be implied from results of tests carried out by the Seller, are based on the Seller's current knowledge at the time. No warranty, either express or implied, is made by the Seller regarding the validity of the recommendations or the results obtained therefrom.

6.5 Unless the Seller has specifically confirmed to the Buyer that the Products are suitable to be mixed with any other goods, the Seller accepts no liability for admixture of the goods with any other goods and it shall be the Buyer's sole and entire responsibility to ensure that the products concerned and the containers to be used are entirely suitable for such admixture and/or for transfer of such.

7. REACH

7.1 The Buyer agrees to comply with all of its obligations under the EU Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). In particular, the Buyer shall communicate to the Seller any new information on hazardous uses of the goods and possible inadequacy of recommended risk management measures related to substances and/or mixtures that they contain.

7.2 For all dangerous substances and mixtures covered by REACH, the Buyer will receive safety data sheets, which may include one or more exposure scenarios attached. The Buyer will check whether their current use of a particular substance and/or mixture is covered by the relevant safety data sheet and related exposure scenarios and whether the Buyer complies with the conditions described on the relevant safety data sheet and exposure scenarios.

7.3 Identified uses under REACH do neither represent an agreement on the corresponding contractual quality of the goods nor a designated use under any Contract.

7.4 If the Buyer intends to use a dangerous substance and/or mixture outside the conditions described in the relevant exposure scenario, or if the Buyer's use is not covered by that exposure scenario, the Buyer should make its use and/or use conditions known to the Seller as soon as possible. The Seller will then contact the relevant supplier to seek to obtain from the supplier of the substance and/or mixture the exposure scenario that covers the Buyer's particular use conditions. Any use by the Buyer of the substance or mixture outside the conditions specifically described on the safety data sheet and related exposure scenario shall be at the Buyer's exclusive risks and the Seller disclaims any liability thereof.

7.5 Alternatively, the Buyer can seek their own registration for a specific use of a dangerous substance and communicate the registration reference to the Seller in order to continue supplies of dangerous substances for uses not identified on the relevant exposure scenario.

7.6 The Seller may not be held liable to the Buyer in case of failure or delay in the performance of its supply obligations, if the failure or the delay is due to orderly compliance of regulatory and legal obligations in connection with REACH being triggered by the Buyer's respective communications.

8. LIMITATION OF LIABILITY

8.1 The failure of Buyer to inspect the Products for compliance with the specifications guaranteed by the Seller pursuant to Condition 6.3 shall trigger the liability of Buyer for all consequences which could have been avoided had the inspection taken place. Also, the acceptance by Buyer of a Product whereas the specifications thereof appear, after inspection by Buyer, not to correspond to the specifications of the Product ordered shall cover and replace the original order. The Seller shall in no event be liable under the foregoing circumstances.

8.2 THE SELLER WILL ONLY BE LIABLE FOR DIRECT DAMAGES. TO THE EXTENT PERMITTED UNDER THE APPLICABLE LAW IN NO CIRCUMSTANCES WILL THE SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGESHOWEVER ARISING AND , IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY LEGAL THEORY, (WHETHER OR NOT REASONABLY FORESEEABLE AND EVEN IF THE SELLER HAD BEEN ADVISED OF THE POSSIBILITY OF THE BUYER INCURRING THE SAME) AND IN NO EVENT WILL THE SELLER BE LIABLE FOR (WHETHER DIRECT OR INDIRECT) LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY FOR ANY CLAIMS MADE UNDER OR RELATED TO THE SALE OF PRODUCTS OR SERVICES TO BUYER.

8.3 EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL THE SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIMS MADE BY BUYER.

8.4 The Buyer shall, in order for a claim under the Contract to be valid, subject to what is otherwise stated in the Contract, make such claim within 30 days from when the Buyer discovered or reasonably should have discovered the facts supporting the claim, and at the latest within 30 days from the termination, cancellation or expiry of the Contract.

8.5 Buyer agrees to defend, indemnify and hold the Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including attorney's fees and actual costs ("Claims") incurred as a result thereof, to the extent of its negligence or arising after delivery of the Products to Buyer.

9. CLAIMS AND REMEDIES

Any claim for shortage or non-conforming Products must be made in writing to the Seller within 5 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within five (5) days after the date upon which the Product was to be delivered. For latent and not reasonably apparent defects, Seller must be notified within 5 working days of discovery and in any event no later than 25 days from the date of delivery. Where Seller is notified of the damage to the Products in accordance with this provision, Seller shall repair or replace the Products at its sole option. Failure of the Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without the Seller's permission and transportation for return will not be paid by the Seller unless authorized in advance.

10. FORCE MAJEURE

10.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, failure to grant any necessary licence or consent, any consequence arising as a result of or in connection with the United Kingdom's withdrawal from the European Union, accident, breakdown of plant or machinery, fire, flood, storm, default or failure of suppliers or subcontractors or anything directly or indirectly interfering with the goods or services (including but not limited to the price or supply of raw materials, services or any other goods relating to the contract) or the manufacture, supply, shipment, arrival or delivery of the goods.

10.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

10.3 In the event that UNIVAR has already partially fulfilled its obligations upon the occurrence of force majeure, or is only able to fulfil its obligations in part, it will be entitled to separately invoice the part already supplied or the part that can still be supplied and the Buyer will be obliged to pay that invoice as if were a separate Contract.

10.4 If the Force Majeure Event prevents the Seller from providing any of the goods and/or services for more than 24 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other.

11. TERMINATION

Any order or delivery may be terminated or suspended, (a) by either party if any proceeding under bankruptcy is brought by or against the party, (b) by a party if the other party defaults in its material obligations and such default is not cured within a reasonable time if such default is curable, or (c) by the Seller if it has reason to doubt the ability or willingness of Buyer to pay for the Products because Buyer is unable to provide adequate security for the performance of its obligations upon the Seller's first request.

12. PRODUCT STEWARDSHIP

12.1 Buyer agrees that Products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations.

12.2. The Buyer shall use, transport, store and transform the Products, in compliance with (a) all applicable laws and regulations on environmental protection, public health and the protection of humans and property and (b) safety instructions of the Buyer. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand, procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Products.

12.3 Buyer further agrees to deliver the most recent edition of Product literature, including MSDSs (Material Safety Data Sheets), to its employees and customers and to maintain a written record of such deliveries. Buyer shall only sell to those who can handle, use, store, transport and dispose of Products safely.

13. RETENTION OF TITLE

13.1 Title to the Products will only be transferred to the Buyer when the Buyer has paid to the Seller all sums (including any default interest and ancillary amounts) due from it to the Seller under the Contract and under all other Contracts between the Seller and the Buyer (including any sums due under contracts made after this Contract) whether or not the same are immediately payable.

13.2 Until title to the Products has passed to the Buyer under these conditions the Buyer shall possess the Products as the Seller's fiduciary agent. The Buyer shall ensure that any packed products are clearly identifiable as received from belonging to the Seller as far as reasonably possible. During such time as the Buyer possesses the Products with the Seller's consent, the Buyer may in the normal course of business sell or hire the Products as principal but without committing the Seller to any liability to the person dealing with the Buyer.

13.3 The Seller may recover Products in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licenses the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that Condition 13.2 is being complied with by the Buyer or of recovering any Products in respect of which title has not passed to the Buyer.

13.6 The Buyer is required to inform the Seller immediately of any right exercised by third parties on the Products that are covered by the reservation of title or, if the Buyer is aware thereof, of the intention of any third parties to exercise their rights on the aforementioned Products.

14. COMPLIANCE

14.1 The Buyer;

- (i) will comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010;
- (ii) acknowledges that it has access to, and reviewed, a copy of the Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy Anti-Trust and Corruption Policy at <https://www.univarsolutions.com/> and shall adhere to the principles contained therein, and any further compliance policies provided to the Buyer, as updated from time to time;
- (iii) will have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the matters referred to at 14.1(i) and 14.1(ii) to ensure continued compliance

15. APPLICABLE LAW AND DISPUTE REVOLUTION

15.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the Dutch law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Rotterdam.

15.2 Prior to initiating any legal proceedings, Parties shall attempt to resolve their dispute amicably.

15.3 In case of the Buyer's non-payment of clear and due debt the Seller shall, regardless of what is provided in Condition 15.2 above, be entitled to initiate proceedings with a competent court or authority in the country where the Buyer is incorporated or in a country where the Buyer may otherwise have assets.

16.MISCELLANEOUS

16.1 Intellectual Property

All trade marks, registered or unregistered design rights, copyrights, confidential information such as colour schemes, knowhow and other intellectual property rights of any nature ("Intellectual Property") in all goods or services supplied by the Seller are owned by the Seller and/or its suppliers. The Seller reserves the right at any time to require Buyer forthwith to discontinue the use in any manner whatsoever any such trade marks or other Intellectual Property.

16.2 Confidentiality

The Buyer undertakes not to make any unauthorized disclosure of any confidential information regarding the goods or services provided by Seller or the Contract. Confidential information shall mean any information, technical, commercial or of any other kind, whether written or oral, except such information which is or will be publicly known or which has come to or will come to the public knowledge in any way other than through the Buyer's breach of this secrecy undertaking. The Buyer ensures that the Buyer's employees will not disclose confidential information to third parties. The Buyer shall ensure that employees likely to get access to confidential information covenant to keep such information confidential to the same extent as the Buyer according to this confidentiality undertaking.

16.3 Severability

If any provision of a Contract is held invalid or unenforceable, in whole or in part, in any jurisdiction, that provision will be void in that jurisdiction to the extent it is contrary to applicable law in that jurisdiction and the invalidity or unenforceability of one or more provisions of the Contract shall not affect the validity of the Contract as a whole. The Parties hereto shall substitute such provision by a valid one, which in their effect come close to the unenforceable provision, reasonably assuming that the Parties would have contracted the Contract also with this new provision.

16.4 Assignment

A Contract or rights and obligations under any Contract are not assignable by the Buyer without the consent of the Seller. A Contract (as a whole or partially) or rights and obligations under the Contract may be freely assigned, transferred or delegated by the Seller to any third party.

16.5 Waiver

A Party's delay or failure to enforce or insist on strict compliance with any provision of the Contract will not constitute a waiver or otherwise modify the Contract. A Party's waiver of any right granted under the Contract on one occasion will not (a) waive any other right; (b) constitute a continuing waiver; or (c) waive that right on any other occasion.

16.6 Independent contractor

Nothing contained in these Terms and Conditions or in any Contract shall create a joint venture or establish a relationship of principal and agent or any other relationship of a similar nature between the Parties. No Party shall have power to act on behalf of or to bind the other in any way.

16.7 Variations.

No variation to any Contract or additional terms shall have effect unless signed in writing on behalf of the Seller.

16.8 Data Protection

Should the Buyer receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from the Seller, the Buyer shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms. The Buyer hereby agrees to indemnify the Seller against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by the Seller as a result of any breach of the GDPR by the Buyer.

16.9 Translation

In the event that the conditions of the Dutch version of the Terms and Conditions should be in conflict with this English version of the Conditions of Sale, the provisions of the English version of the Conditions of Sale shall prevail.

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