GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
Technical Lubricants International B.V.

Article 1. Applicability

1.1. These general terms and conditions of sale and delivery (hereinafter referred to as: "Terms and Conditions") form an integral part of all (future) agreements concerning the delivery of goods and/or services between Technical Lubricants International B.V. (hereinafter referred to as "TecLub") established in Uitgeest and the other party (hereinafter referred to as: "Customer") with whom an agreement has been entered into, including quotations, offers, order confirmations and sales, and deliveries of products and services.

1.2. Deviations from these Terms and Conditions are only applicable if they have been expressly agreed in writing.

1.3. The applicability of the general terms and conditions used by the Customer, however named, is expressly rejected.

1.4. The Customer is deemed to accept the applicability of these Terms and Conditions with regard to subsequent agreements with TecLub.

1.5. In the event of any inconsistency between the text of these Terms and Conditions in the Dutch language and that in any other language, the Dutch version shall be binding.

1.6. If TecLub does not always require strict compliance with the Terms and Conditions, this does not mean that the provisions thereof do not apply, or that TecLub would in any way lose the right to require strict compliance with the provisions of the Terms and Conditions in other cases.

1.7. In all cases where these Terms and Conditions refer to "in writing", this shall also include e-mail or other electronic messages sent by analogue or digital means that have reached the other party.

Article 2. Conclusion of agreement

2.1. Unless expressly agreed otherwise, all quotations, offers and advice from TecLub are without obligation. Orders and conditions, including those accepted by TecLub's agents, representatives or other intermediaries, are only binding after they have been confirmed in writing by TecLub and, if required by TecLub, this confirmation has been confirmed in writing by the Customer within the period specified by TecLub.

2.2. TecLub cannot be held to a quotation or offer if the Customer knows or can reasonably understand that the quotation or offer in question, or one or more parts thereof, contains an obvious mistake or clerical error. Furthermore, no rights for future agreements can be derived from quotations or offers by the Customer.

2.3. TecLub is entitled to demand appropriate security or advance payment for the proper fulfilment of the Customer's obligations. If this is not provided, TecLub is released from all (further) obligations, without prejudice to its right to demand performance and/or compensation from the Customer.

2.4. Orders and/or purchases by the Customer are irrevocable and cannot be cancelled. If the Customer nevertheless cancels an order in whole or in part, for whatever reason, it shall be obliged to reimburse TecLub for all costs reasonably incurred in connection with the execution of the order (including, but not limited to, costs of purchased components, preparation, storage, production and suchlike), without prejudice to TecLub's right to compensation for loss of profit and other damage. In the event of cancellation, the Customer shall also owe cancellation costs. These amount to 30% of the principal sum, plus applicable VAT.

Article 3. Prices

3.1. All prices and rates are in euros and exclude VAT, (local) excise duties and other levies.

3.2. If, after the conclusion of the agreement but prior to its completion, TecLub's costs change or exchange rates change to TecLub's disadvantage, TecLub is entitled to adjust the price accordingly. If the new price deviates by more than 10% from the agreed price and the increase is not the result of a government measure, the Customer is entitled to terminate the agreement on that basis, provided that the Customer notifies TecLub in writing within 14 days of becoming aware of the increase and unless TecLub then declares itself willing to perform the agreement at an increase of less than 10%.

3.3. The costs of designing the layout of packaging, caps, boxes, labels, neck cartons and other associated packaging materials for Customers and of producing clichés, layouts, both of the design and the drawings, the printing plates and the layouts themselves, as well as the costs of adapting existing printing plates and layouts in accordance with government regulations (national or international), and everything related and connected thereto, shall be borne by the Customer.

3.4. All prices and rates are based on delivery 'ex works' and do not include the costs associated with transport, insurance and transport packaging. TecLub may charge these costs separately and in full, where applicable.

3.5. Consular fees, costs of certificates, and the preparation of invoices or other documents required for the export of the goods will be charged to the Customer.

Article 4. Purchase obligation

4.1. In the event of delivery on demand and/or an order to print (or have printed) customer-specific labels, (display) boxes, neck cartons and/or the manufacture of lithographed packaging and/or other customer-specific items, the Customer is obliged to purchase these items within 9 months of the conclusion of the agreement, unless a different term has been agreed in writing.

4.2. If the Customer fails to take delivery of the goods within the agreed period or within the period specified in the previous paragraph, TecLub shall be entitled to charge the Customer for the remaining stocks, plus storage costs amounting to 10% of the invoice amount attributable to the remaining stocks.

4.3. If the Customer fails to take delivery of the (remaining) stocks within 14 days of a written notice of default, TecLub shall be entitled, without prejudice to the authority referred to in the previous paragraph, to dispose of or destroy these stocks – regardless of who is the rightful owner of the relevant brands, names, designs, patents or other industrial or intellectual property – without this giving the Customer the right to terminate the agreement or to suspend payment in whole or in part. The proceeds will be settled with the Customer.

Article 5. Delivery period

5.1. Unless expressly agreed otherwise in writing, all delivery dates and delivery periods specified by TecLub are indicative only. The delivery period shall commence only after the agreement has been concluded and after TecLub is in possession of all information from the Customer necessary for the execution thereof and any security or advance payment required by TecLub in accordance with Article 2.3 has been provided.

5.2. TecLub shall never be obliged to pay any compensation if the delivery period is exceeded. If the agreed delivery period is exceeded by more than 45 days, the Customer is entitled to terminate the agreement, provided that the Customer has sent TecLub a written notice of default, allowing an additional period of at least 14 days, and the delivery still fails to take place.

5.3. TecLub is entitled to deliver in partial deliveries. In the case of partial deliveries, TecLub is entitled to invoice and demand payment separately for each delivery, in accordance with the applicable payment terms.

Article 6. Delivery, Incoterms

6.1. Unless expressly agreed otherwise in writing, all deliveries shall be made ex works or from TecLub's warehouses (Incoterm FCA) in accordance with the most recent version of the Incoterms issued by the International Chamber of Commerce (ICC) at the time of delivery. Delivery shall be deemed to have taken place at the time of dispatch.

6.2. The risk of the goods to be delivered to the Customer shall pass to the Customer at the moment that the goods have left TecLub's business premises/warehouse where the goods are stored.

6.3. If, contrary to the provisions of 6.1 above, delivery is agreed in accordance with other clauses customary in trade, such as FOB, CIF and CFR, these clauses shall be used in the meaning they have according to the most recent Incoterms at the time of delivery.

6.4. If the agreed Incoterms clause places the responsibility for shipping the products on the Customer and TecLub takes care of this on behalf of and/or for the benefit of the Customer at the Customer's request, the method of shipment and the shipping route shall be at TecLub's discretion. In such a case, TecLub shall not be liable for any damage-causing events of any kind that occur during or in connection with the shipment, unless there is intent or gross negligence on the part of TecLub, not including auxiliary persons engaged by TecLub.

6.5. If the delivery is classified as an intra-Community transaction subject to 0% VAT, the Customer – if the Customer arranges the transport – must confirm to TecLub in writing, in good time before the moment of

delivery, which VAT number the Customer uses for each individual transaction and to which other EU Member State the product is being transported by and on behalf of the Customer. If, in the case described above, TecLub has sufficient confidence that the Customer will provide the burden of proof upon request, TecLub will charge 0% VAT. Upon request, the Customer undertakes to provide TecLub as soon as possible, but no later than within 5 days, with documents proving that the product has actually been transported to the specified EU Member State under the relevant VAT number. The Customer is liable for the VAT, surcharges, interest and penalties payable by TecLub if the aforementioned documents are not received by TecLub in time and/or if, in the opinion of the tax authorities, the aforementioned documents do not constitute correct or sufficient evidence to justify 0% VAT.

6.6. Insurance will only be taken out by TecLub if this has been expressly agreed in writing with the Customer. The costs of such insurance will be charged to the Customer.

6.7. If the delivery of the products is delayed through no fault of TecLub, TecLub is entitled to store the product at the Customer's expense and risk.

6.8. The delivered goods cannot be returned without TecLub's prior written consent. In the event of returns, for whatever reason, the costs involved shall be borne by the Customer, unless otherwise agreed. The shipment of the products in question shall also be at the Customer's risk. The return shipment shall only be completed after TecLub has received the products.

Article 7. Retention of title

7.1. Delivery takes place under retention of title. All goods delivered by TecLub to the Customer remain the property of TecLub until the Customer has fully complied with all TecLub's claims in connection with the underlying agreement and/or earlier or later agreements of the same nature with the Customer, including damages, costs and interest.

7.2. If the Customer is in default, or if there are good reasons to believe that the Customer will be in default, TecLub is entitled to reclaim the delivered products that remain the property of TecLub in accordance with the provisions of Article 7.1. To the extent necessary, the Customer grants TecLub unconditional and irrevocable permission to remove the products in question from the place where they are located.

7.3. If TecLub reclaims products in accordance with Article 7.2, it shall be entitled to charge the Customer for any costs reasonably incurred by TecLub in connection with the reclamation of the aforementioned goods, without prejudice to TecLub's right to claim damages.

7.4. The Customer is entitled, if and insofar as necessary in the context of normal business operations, to dispose of the products subject to the retention of title as referred to above. If the Customer exercises this right, the Customer is obliged to deliver the products subject to retention of title to third parties, also subject to retention of title. Furthermore, the Customer undertakes to insure and keep insured the goods delivered under retention of title. Normal business operations do not include providing security to third parties in any manner or form whatsoever.

7.5. If the goods have been resold by the Customer, or if TecLub's retention of title has been nullified by transformation, specification or accession, the Customer shall, at TecLub's first request, assign or pledge to TecLub its claim against its own customer(s) (third parties) and shall otherwise provide all reasonable assistance to TecLub in taking any measures TecLub deems necessary to protect its ownership rights in respect of the goods, provided that such measures do not unreasonably interfere with the Customer’s ordinary course of business.

7.6. In the event of seizure, (imminent) suspension of payments or bankruptcy of the Customer, the Customer shall notify TecLub as soon as possible and inform the bailiff, administrator or receiver of TecLub's rights.

Article 8. Payment

8.1. Unless otherwise agreed in writing, payment by the Customer shall be made within 14 days of the invoice date, by deposit or transfer to the account number stated on the invoice, without discount or set-off on any account whatsoever. Payment terms are strict deadlines. The submission or pending of a complaint does not suspend the Customer's payment obligation.

8.2. The time of payment shall be the moment at which the amount in question is visibly credited to TecLub's account. Incoming payments shall be used to settle the (judicial and extrajudicial) costs, then the interest due and finally the oldest outstanding items, even if the Customer states otherwise in this regard.

8.3. TecLub is entitled at all times to demand that the Customer provides security to TecLub's satisfaction for the fulfilment of its payment obligations, which security must be provided by the Customer within 7 days of the date of the request.

8.4. Any deferment of payment granted by TecLub shall only apply if and insofar as this has been expressly confirmed in writing by TecLub to the Customer.

8.5. If and as soon as an order is carried out in partial deliveries, TecLub is authorized to invoice each partial delivery separately. All provisions of this article apply mutatis mutandis to partial deliveries.

8.6. In the event of late payment by the Customer of the amount owed to TecLub, the Customer shall be in default by operation of law without any (prior) reminder or notice of default being required.

8.7. Without prejudice to all other rights accruing to TecLub, the Customer shall owe TecLub statutory default interest at the statutory rate for commercial transactions from the date on which payment should have been made until the date on which the Customer actually paid. This also applies to amounts for which TecLub has granted a deferment of payment.

8.8. Apart from other claims for compensation, all costs incurred by TecLub, including judicial and extrajudicial (collection) costs, up to the permitted legal maximum, in connection with the Customer's failure to fulfil any obligation towards TecLub, shall be borne by the Customer.

8.9. If the Customer applies for a moratorium on payments, if the Customer's bankruptcy has been applied for, if any of the Customer's assets are seized and in all cases where the Customer must take into account that it will not be able to fulfil its obligations towards TecLub (on time), the Customer is obliged to inform TecLub of this immediately in writing. If any of the aforementioned situations arises, TecLub is authorized to terminate the current agreement(s) between TecLub and the Customer or to suspend the obligations, without prejudice to all other rights and/or legal remedies available to TecLub. All amounts owed by the Customer to TecLub at that time will become immediately and fully due and payable.

8.10. If the Customer believes that the amount invoiced, as shown on the invoices sent by TecLub, is incorrect, the Customer is obliged to lodge a written objection within 10 working days, stating precisely which entry or entries the objection relates to. In the absence of such a timely objection, the Customer's right to object to the invoiced amount shall lapse and the Customer shall be obliged to pay the invoiced amount.

Article 9. Warranty

9.1. TecLub guarantees the quality of its products for 12 months after the date of delivery to the Customer, provided that the products are used normally in accordance with TecLub's technical information and provided that the Customer has ensured proper storage of the goods; all this without prejudice to the provisions of Article 11.4.

9.2. TecLub guarantees that the text and content of the Safety Data Sheets (SDS) made available by TecLub to the Customer are in accordance with the corresponding product produced by TecLub and with Dutch legislation and regulations, as applicable at the time of delivery of the SDS to the Customer; without prejudice to the provisions of Article 11.4. The texts on labels and/or printed packaging are the responsibility of the Customer. TecLub accepts no liability in this regard.

Article 10. Quality, complaints

10.1. TecLub's products are manufactured with care under strict quality guidelines. Nevertheless, the Customer is obliged to check the goods immediately upon delivery, but in any case within the shortest possible time, for quantity, condition, quality, composition and construction, manufacturing or assembly defects. The weight, volume and/or quantity indicated by TecLub shall serve as proof thereof, unless the Customer provides evidence to the contrary. A margin of error of up to 1% is always permitted.

10.2. Unless otherwise agreed, the properties of the product are exclusively evident from TecLub's product specifications and the Customer shall only use the products in accordance with these specifications. Any samples and specimens provided to the Customer do not constitute any guarantee with regard to the product to be delivered by TecLub.

10.3. Under penalty of forfeiture of the right to complain, any complaints relating to defects that the Customer could have discovered during inspection must be reported by the Customer to TecLub within 10 days of delivery. All other complaints must be reported by the Customer to TecLub within 10 days of discovery, but no later than 6 months after delivery. In the latter case, the Customer must demonstrate that he could not reasonably have discovered the subject of his complaint earlier. Complaints must be reported to TecLub in writing, with a detailed description of the complaint(s). Complaints submitted after the aforementioned deadlines will no longer be considered by TecLub.

10.4. The products to which the complaint relates must be carefully stored by the Customer and made available for further investigation by TecLub or a third party designated by TecLub at TecLub's first request. Any right to complain will lapse if the Customer fails to comply with these obligations in full.

10.5. Complaints are also not possible with regard to defects resulting from improper or careless use and/or storage, excessive strain, normal wear and tear, incompetent maintenance, or if the delivered products have been transported, handled, used, processed or stored by the Customer in an improper manner or contrary to instructions given by or on behalf of TecLub, the goods have been processed by or on behalf

of the Customer, or the Customer has failed to fulfil, or has not properly or fully fulfilled, any of its obligations towards TecLub arising from the underlying agreement.

10.6. Any advice or instructions provided by TecLub are given to the best of its knowledge. Data and information about the suitability and use of products do not exempt the Customer from carrying out its own checks and tests. The risk that the products are not suitable for the application(s) for which the Customer intends to use them rests with the Customer, regardless of any statements made by TecLub regarding the composition and application possibilities of the products. If technical insights in the industry or the relevant government regulations change, this cannot be held against TecLub and the Customer cannot derive any rights from this vis-à-vis TecLub.

10.7. If the Customer makes a complaint in accordance with the above provisions and TecLub considers the complaint to be justified, TecLub will, at its discretion, either repair or replace the products in question, after which the replaced products will (again) become the property of TecLub, or grant a reduction in price. The rights that the Customer can derive from the provisions set out here cannot be transferred to third parties. Nor can the Customer derive any rights from this if the Customer fails to fulfil its obligations to TecLub under the relevant agreement.

10.8. Submitting a complaint does not release the Customer from its obligations.

10.9. This article also applies in the case of partial deliveries.

Article 11. Liability

11.1. In the event of failure to fulfil TecLub's obligations, TecLub shall be liable for the direct damage caused by such failure. TecLub's liability shall be limited to a maximum of the amount paid out by TecLub's business liability insurance in the case in question, plus the excess. If, for any reason, the business liability insurance does not pay out, or if the damage is not covered by the insurance, liability is limited to the net amount invoiced or to be invoiced in relation to the delivery in question.

11.2. TecLub's liability for indirect damage (including but not limited to consequential damage, lost profits, lost savings, environmental damage, business and/or stagnation damage, damage resulting from liability towards third parties and immaterial damage) is expressly excluded. This limitation of liability does not apply in the event of damage caused by intent or gross negligence (by subordinates) on the part of TecLub, not including third parties engaged by TecLub in the context of the execution.

11.3. TecLub is not liable for defects, damage or failure to deliver as a result of the use of materials, raw materials, recipes, texts, labels or packaging prescribed or made available by the Customer or by suppliers or service providers prescribed by the Customer, subject to TecLub's obligation to transfer any claims against the third parties concerned to the Customer.

11.4. Any liability and warranty is excluded for damage occurring in the territory of Canada and/or the United States of America, as well as damage that may be assessed under the law of these states.

Article 12. Indemnification by the Customer

12.1 The Customer indemnifies TecLub against all claims from third parties, regardless of their nature and scope, and waives the right to seek recourse from TecLub. This also applies to damage and/or claims caused (in part) by the use of materials, raw materials, recipes or packaging prescribed or made available by the Customer and/or the use of texts, labels, designs, brands, names, models or other objects of industrial or intellectual property prescribed or approved by the Customer.

Article 13. Confidentiality obligation, intellectual property

13.1. The Customer is obliged to maintain the confidentiality of all business and competition-sensitive information belonging to TecLub which, by its nature or according to a communication from TecLub, can be considered confidential and which it has become aware of in the context of the performance of the agreement with TecLub. The Customer is obliged to impose this obligation on its employees and all persons working for it and guarantees compliance with it.

13.2. Confidential information as referred to in the previous paragraph may only be used for the purpose for which it was provided by TecLub. The provision of this information to third parties is only permitted if and insofar as TecLub has given its prior written consent.

13.3. Working methods, ideas, recipes, models, quotations, concepts, designs, techniques, drawings, advice provided and other documents created by or on behalf of TecLub are and remain its property. Unless otherwise agreed, the Customer may not reproduce, disclose, copy, modify or make available to third parties the items referred to in the previous paragraph without the prior written consent of TecLub.

13.4. All rights arising from intellectual property, as well as copyrights, logos, patents and suchlike, remain the

property of TecLub.

13.5. Insofar as necessary for the performance of the agreement, the Customer grants TecLub permission to use the Customer's intellectual property. TecLub will only use this right in relation to orders from the Customer.

13.6. If the Customer violates the obligations set out in this article, the Customer shall be liable for all direct and indirect damage suffered by TecLub as a result. TecLub reserves the right to recover this damage in full from the Customer, without prejudice to its other rights under the law and these Terms and Conditions.

Article 14. Force majeure

14.1. Force majeure is understood to mean any circumstance over which TecLub has no influence and cannot reasonably have any influence and which makes the delivery of goods or services by TecLub wholly or partially, temporarily or indefinitely impossible or significantly more difficult, in particular due to, but not limited to, war, threat of war, epidemic or pandemic, cyber attacks, shortages of raw materials or energy, riots, storms, floods, strikes, transport difficulties, fire, explosion, government measures, including in any case import and export bans and quotas, invocation of force majeure by a contracting party of TecLub, shortcomings of suppliers or service providers and/or failure of production equipment.

14.2. In the event of force majeure, TecLub shall be entitled, at its discretion, to terminate the agreement or the part thereof that has not yet been performed, or to perform the agreement in whole or in part at a later date, without the Customer being entitled to any compensation in this regard.

14.3. If the force majeure situation has lasted for more than 3 months or will undoubtedly last longer than 3 months, the Customer may terminate the part of the agreement that has not yet been performed in writing, without TecLub being obliged to pay any compensation.

Article 15. Termination

15.1. TecLub is entitled to suspend the performance of the agreement or, at its discretion, to terminate the agreement extrajudicially without prior notice of default, without TecLub being liable for any compensation, if:

a. the Customer fails to fulfil one or more obligations under the agreement, fails to do so on time or fails to do so properly, or if it is established that fulfilment without shortcomings will be impossible;
b. the Customer is declared bankrupt, or its bankruptcy or suspension of payments has been applied for or granted;
c. the Customer offers a settlement to its creditors;
d. if (part of) the Customer's assets are seized;
e. the Customer proceeds to liquidate or cease its business, or; if the Customer otherwise proves to be insolvent.

15.2. In the event that one of the circumstances referred to in 15.1 occurs, TecLub shall be entitled to immediately claim from the Customer all damage it has suffered and will suffer, as well as lost profit, interest and any extrajudicial collection costs incurred. All claims of TecLub against the Customer shall become immediately due and payable. All costs incurred by TecLub, including the costs of legal assistance, caused by or related to the Customer's breach of contract, shall be borne by the Customer.

Article 16. Compliance

16.1. The Customer undertakes to strictly comply with the applicable laws and regulations, including regulations concerning the environment, working conditions and safety, privacy and data protection, import, product-related taxes and excise duties, transport, storage, labelling and use of products. Failure by the Customer to comply with the aforementioned laws and regulations will be regarded by TecLub as an attributable failure on the part of the Customer towards TecLub.

16.2. The Customer shall comply with the regulations imposed by the EU and/or the US Office of Foreign Assets Control (OFAC) with regard to sanctioned countries, parties and/or persons. Based on these regulations, the Customer shall not, or only to the extent permitted, conduct transactions with such countries, parties and/or persons. The Customer is prohibited from directly or indirectly supplying delivered goods to sanctioned countries, parties and/or persons if this is not permitted under the regulations.

16.3. TecLub processes personal data from and on behalf of the Customer in the sale of the goods and additional services. TecLub has drawn up a privacy statement for this purpose in accordance with the General Data Protection Regulation (GDPR). This privacy statement is a separate document alongside these Terms and Conditions and forms an integral part of these Terms and Conditions.

Article 17. Other provisions, applicable law and competent court

17.1 If one or more provisions of the Terms and Conditions or the agreement(s) with the Customer prove to be wholly or partially unenforceable in law, the remaining provisions shall remain in full force and effect. The invalid provision(s) shall be replaced by an appropriate provision that comes as close as possible to the intention of the parties and the economic result they are seeking to achieve in a legally effective manner.

17.2 TecLub is authorized to amend and/or supplement the Terms and Conditions. The Terms and Conditions amended by TecLub shall apply to current agreements with the Customer from 30 days after the Customer has been notified of the amendment in writing.

17.3 The parties are not authorized to transfer the agreement without the express written consent of the other party, on the understanding that TecLub is authorized at all times to transfer the agreement to a group company of TecLub.

17.4 The legal relationship between TecLub and the Customer is governed exclusively by Dutch law to the exclusion of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).

17.5 All disputes arising from or related to the agreements concluded between TecLub and the Customer will be submitted exclusively to the District Court of Noord-Holland, without prejudice to TecLub's right, acting as plaintiff or petitioner, to have the case decided by the court of the Customer's place of residence or the place where the goods are located, all subject to higher provisions.