

Standard Terms and Conditions for Purchase**General**

These terms and conditions comprise the basis on which GoBuyChem Ltd (“GBC Ltd” or “Buyer”) buys goods and/or services related to such goods (together the “Product”). In these conditions GBC Ltd and the counter party to any Agreement shall be referred to as the “GBC Ltd” and “Seller” respectively. GBC Ltd and Seller may also be referred to as “Party” and together as “Parties”.

“Agreement” means that the Seller, by virtue of registering on the GBC Ltd portal (“Portal”) accepts the general terms and conditions of doing business and specifically by placing goods in their stock catalogue on the Portal, the Seller commits that this stock is available to sell at the price that the Seller has indicated.

“Confirmation” means the confirmation delivered by email by GBC Ltd to Seller in relation to GBC Ltd’s order.

Any order requires the issue of a Confirmation by GBC Ltd to the Seller in order to constitute an Agreement. This Confirmation may be referred to as “Purchase Contract” or “Purchase Agreement”

Parties agree that they shall carry out their obligations under the Agreement. And that they shall comply with all Applicable laws, governmental rules, regulations and others (including without limitation the health, safety, security and environmental regulations).

In case of any inconsistency between the English version of these Standard Terms and Conditions for Purchase (“Conditions”) and a version in any other language, the English version shall prevail.

These Conditions shall apply to any and all offers, confirmations and agreements between GBC Ltd and Sellers, unless wholly or partially agreed otherwise, explicitly and in writing. Seller’s terms and conditions of purchase shall not apply, and no reference by the Seller, now or in the future, to Buyer’s Conditions will only have any effect on these Confirmations and Agreements, if they are wholly or partly agreed otherwise, explicitly and in writing.

Fee charged and conditions to the Seller

GBC Ltd will charge the Seller a flat fee of 125 Eur per transaction or 0.5% of the sales turnover as cited on the Seller’s sales invoice. GBC Ltd reserves the right to change this policy at a later date.

Example 1 : if the Seller sells 2 x 24mt trucks of Acetone at 1,000 Eur/mt then the total charge would be the higher of 125 Eur or $48,000 \times 0.5\% = 240$ Eur. In this case 240 Eur.

Example 2 : If the Seller sells 3 x 1,000kg IBC of MEG at 1,000 Eur/mt then the fee charged to the Seller would be the higher of 125 Eur or $3,000 \times 0.5\% = 15$ Eur. In this case 125 Eur. The total fee due to GBC Ltd will be paid by the Seller within fourteen days of the collection date (date on CMR transport document).

EC-Clearance of the Product

The Seller agrees to sell goods on an EC-Cleared basis.

Special conditions relating to products falling into the scope of REACH

The Seller must guarantee to GoBuyChem Ltd (GBC Ltd) that their product sold to GBC Ltd is in compliance with the EC Regulation 1907/2006 and any associated regulations that may be applicable to the safe handling, delivery and use. REACH compliance means that all substances contained in each respective product have been pre-registered and / or registered by the Seller (or its Only Representative for Non-EU based Sellers) and / or are excluded from the regulation and / or are exempted from registration.

Delivery/ Collection of the Product

All purchases will be made by the Buyer on a Free Carrier (FCA) basis.

Delivery terms shall be set out in the Confirmation and be interpreted in accordance with Incoterms 2010.

Quantity

GBC Ltd may buy an excess or deficiency of Goods of up to 5% of the weight or volume ordered, unless otherwise specified in the Confirmation. GBC Ltd reserves the right not to compensate the Seller for a quantity loaded in excess of the agreed amount, unless agreed otherwise, explicitly and in writing.

If there is an anticipated delay to the agreed loading date, then the Seller is obliged to inform GBC Ltd immediately and before the agreed upon loading date.

In case of inability to deliver to GBC Ltd, the Seller will be obliged to purchase substitute product from a third party.

Quality

The Seller must warrant that the product supplied pursuant to the Agreement will comply with the agreed specification.

Price and Payment

GBC Ltd will pay the Seller according to the terms and conditions set by the agreed Purchase Contract only. If payment due date falls on a Saturday or non-Monday bank holiday, payment shall be made on the last preceding banking day. If payments falls due on a Sunday or Monday Bank Holiday, payment shall be made on the next banking day.

In the event that Dutch VAT is due because of the fact that the supplier does not have or refuses to apply for a Dutch VAT Warehouse Licence, GBC Ltd reserves the right to pay the VAT to Seller upon receipt of the same from the Dutch VAT Authorities (ie approx 90 days for the end of the month of delivery)

Title and Risk of loss

Notwithstanding any right of the Seller to retain documents relating to payment, ownership and risk of loss passes to Buyer once goods have been successfully loaded onto the Buyer’s transport, or unless otherwise stated in the Incoterms 2010.

Liability and Claims

GBC Ltd, in connection with the Agreement for breach of contract, breach of warrant, breach of statutory duty or negligence or other tort will be fully compensated for by the Seller as stated in these Terms and Conditions of Purchase or in the GBC Ltd’s Confirmation.

Without prejudice to applicable provisions for demurrage claims, any claim should be made by Seller or GBC Ltd by written notice setting forth fully the facts on which it is based, immediately after the date the facts were discovered or should have been discovered but in any event no later than 60 days after the loading date. GBC Ltd shall not be obliged to accept any claims made after such date.

Force Majeure

Neither Seller nor Buyer shall be liable in damages of otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of god, strikes, fires, floods, wars (whether declared or undeclared) riots, destruction of material, delays of carriers due to breakdown or adverse weather, perils of the seas, embargoes, accidents restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotas and price controls). The time for the Buyer to receive delivery hereunder shall be extended during any period in which delivery shall be delayed or prevented by reason of any of the foregoing clauses, up to a total of 60 (sixty) days, at the Buyer’s option. If any delivery hereunder shall be so delayed or prevented for more than 60 (sixty) days, either party may terminate this contract with respect to such delivery upon written notice to the other party.

Insurance

The Buyer will insure cargo under its obligations of an FCA purchase as defined by Incoterms 2010.

Non-waiver

Failure to exercise any rights under this Contract upon any occasion shall not waive the right to exercise the same on another occasion.

Applicable law

This contract shall be governed and construed in accordance with the internal laws of England. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Contract. All disputes arising under this Contract shall be finally settled under the rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules or under the jurisdiction of the Courts of England. Arbitration or Discussions leading to Legal Judgement shall take place in London, England. The languages of the arbitration or legal discussion shall be English.