

## General Conditions governing supply of services by DSM R&D Solutions BV,

a private company with limited liability, incorporated in and under the laws of the Netherlands, with its registered office at Geleen, the Netherlands, acting on behalf of its department DSM Resolve (hereinafter “DSM RESOLVE”).

### Article 1 - Agreement

1.1 These General Terms and Conditions of Sale (“Conditions”) govern the sale, performance and delivery of research, engineering and/or consultancy services (in the following referred to as: ‘the Work’) from or on behalf of DSM RESOLVE to customer (“Client”) and apply to all similar dealings between DSM RESOLVE and Client.

1.2 These Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and performance of the Works and shall apply in preference to and supersede any and all terms and conditions of any order placed by Client and any other terms and conditions submitted by Client. Failure of DSM RESOLVE to object to terms and conditions set by Client shall in no event be construed as an acceptance of any terms and conditions of Client. Neither DSM RESOLVE’s commencement of performance nor DSM RESOLVE’s delivery shall be deemed or constituted as acceptance of any of Client’s terms and conditions. If these Conditions differ from any terms and conditions of Client, these Conditions and any subsequent communication or conduct by or on behalf of DSM RESOLVE, including, without limitation, confirmation of an order, performance and delivery of Work, constitutes a counter-offer and not acceptance of such terms and conditions submitted by Client. Any communication or conduct of Client which confirms an agreement for the performance of the Work by DSM RESOLVE, as well as acceptance by Client of any delivery of results of the Work from DSM RESOLVE shall constitute an unqualified acceptance by Client of these Conditions.

1.3 These Conditions may only be varied or waived by a duly executed written agreement between DSM RESOLVE and Client.

1.4 By contracting on the basis of these Conditions, Client agrees to the applicability thereof in respect of future dealings as described in paragraph 1.1, even if this is not expressly stated. DSM RESOLVE shall be entitled to update and/or amend these Conditions regularly and by and as of the moment of notifying Client of such update or amendment or by sending Client the updated or amended Conditions, these revised Conditions shall apply to all dealings between DSM RESOLVE and Client.

1.5 DSM RESOLVE and Client agree that valid, enforceable and binding obligations may result from electronic means of communication. Any electronic communication between DSM RESOLVE and Client shall be considered to be a “writing” and/or “in writing”.

### Article 2 - Quotations / Orders

2.1 Quotations, made by DSM RESOLVE in whatever form, are not binding upon DSM RESOLVE and merely constitute an invitation to Client to place an order. All quotations issued by DSM RESOLVE are revocable and subject to change without notice. Orders are not binding until accepted by DSM RESOLVE in writing (“DSM RESOLVE’s Confirmation” or “Agreement”). DSM RESOLVE is always entitled to refuse an order without indication of its reasons.

2.2 Price quotations are based on an estimated or projected scope of the Work and are subject to increase in the event that actual scope is different.

2.3 Oral statements and agreements made by DSM RESOLVE’s employees, officers, representatives and/or agents are not binding upon DSM RESOLVE unless and only to the extent that such oral statements are confirmed or made in writing by duly authorized representative(s) of DSM RESOLVE.

### Article 3 - Samples

3.1 If the Client provides DSM RESOLVE with any samples that have to be examined the Client shall see to it that these are carefully selected and are representative and are correctly provided with code, brand and product name indications. If samples have hazardous properties, the Client shall clearly communicate these in writing to DSM RESOLVE and shall mark the samples as hazardous.

3.2 Unless agreed otherwise, samples or, as the case may be, what is left thereof, which the Client has made available to DSM RESOLVE in connection with the execution of the Agreement, shall immediately be picked up at DSM RESOLVE by the Client upon completion of the Work and the Client shall give DSM RESOLVE a confirmation of receipt for this. If the Client fails to pick up the (remnants of the) samples within two (2) weeks after finalizing the Work, DSM shall have the right to store, to destroy or dispose otherwise of these for risk and account of the Client.

Transport and storage of the samples and the remnants thereof shall be for risk and account of the Client.

### Article 4 - Results of the Work

4.1 The ownership of the results of the Work shall solely vest in Client except for DSM RESOLVE’s background knowledge and particularly analytical methods and improvements of analytical methods, of which the ownership shall vest in DSM RESOLVE.

### Article 5 – Quality and storage of results

5.1 DSM RESOLVE is working according to a management system based on ISO 9001-2008. To continuously improve the work process of DSM RESOLVE, client surveys and other means of quality assessment are used.

5.2 It is the responsibility of the Client to store the results of the Work for later use. DSM RESOLVE will use its best efforts to store the raw data of the Work for a period of 1 (one) year after it reported the results to Client. However, DSM RESOLVE can not be held responsible for the storage of the results of the Work and raw data after reporting the results of the Work to Client.

### Article 6 - Price and payment

6.1 Prices and currencies of DSM RESOLVE’s Work are as set out in DSM RESOLVE’s Confirmation. Unless agreed otherwise, DSM RESOLVE’s prices do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Work or the delivery thereof (“Taxes”). The amount of any Taxes levied in connection with the Work to Client shall be for Client’s account and shall be added to each invoice or separately invoiced by DSM RESOLVE to Client. If DSM RESOLVE grants a discount, this discount only relates to the Work specifically mentioned in DSM RESOLVE’s Confirmation.

**6.2** Unless the prices have been indicated as firm by DSM RESOLVE in DSM RESOLVE's Confirmation, DSM RESOLVE is entitled to increase the price of the Work still to be delivered, if the cost price determining factors, have been subject of an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products and services obtained by DSM RESOLVE from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. DSM RESOLVE shall notify Client of such increase.

**6.3** Unless expressly stated otherwise in DSM RESOLVE's Confirmation, payment shall be made on the basis of net cash, to be received by DSM RESOLVE within thirty (30) days following the date of DSM RESOLVE's invoice for the Work by means of transfer into the bank account mentioned on the invoice. All payments shall be made without any deduction on account of any Taxes and free of set-off or counterclaim.

**6.4** With regard to payment of the price for the Work, time is of the essence. DSM RESOLVE may, without prejudice to any other rights of DSM RESOLVE, charge interest on any overdue payment at the higher rate of either twelve percent (12%) per annum or one and a half times the prevailing rate under applicable law per annum, but not to exceed the maximum interest rate permitted under applicable law, from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by DSM RESOLVE with respect to collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation) shall be for Client's account.

**6.5** Every payment by Client shall in the first place serve to pay the judicial and extra-judicial costs and the interest owed by it and afterwards shall be deducted from the eldest outstanding claim regardless of contrary advice from Client.

**6.6** Any complaint with respect to the invoice must be notified to DSM RESOLVE within eight (8) days after the date of invoice. Thereafter Client shall be deemed to have approved the invoice.

**6.7** DSM RESOLVE retains title to all goods and results of the Work until the moment that the amount(s) which the Client owes to DSM RESOLVE in relation with the Work has/have been fully paid.

## **Article 7 - Contracting out**

DSM RESOLVE has the right to contract work out to affiliates as defined in Article 2:24a Dutch Civil Code ("Affiliate"). Affiliates are hold to all stipulations of the current contract. The Client's approval shall be required for the involvement of third parties not being Affiliates in the performance of an assignment if and in so far such involvement of any third party entails confidentiality risks. The liability stipulations laid down in article 8 below shall apply in relation with Work carried out by such Affiliates and third parties and shall be applicable mutates mutandis to such third parties.

## **Article 8 – Limitation of Liability**

**8.1** DSM RESOLVE shall use commercially reasonable efforts to perform the Work but does not guarantee that any result envisaged by the Client will be achieved. DSM RESOLVE furthermore disclaims any warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in the results of the Work.

**8.2** The Client shall provide DSM RESOLVE with all available relevant information which may be useful in the performance of this Agreement. By 'relevant information' is understood for instance: older similar cases, important events, previous patent applications and publication in the same area as that to which the Agreement relates. The Client shall indemnify DSM RESOLVE against any liability towards third parties for damage caused by incorrect information having been provided to DSM RESOLVE. If DSM RESOLVE presents documents to the Client for approval and comment, it shall be the Client's duty to check these for any errors and inaccuracies, also with respect to the technology covered.

**8.3** DSM RESOLVE shall only be liable for the damage suffered by the Client as a result of imputable non-performance or delayed performance on the part of DSM RESOLVE or by employees, Affiliates or third parties called in by DSM RESOLVE, but only up to a maximum equal to the amount that the Client owes to DSM for the performance of the relevant Work. This restriction of liability does not apply in the case of damage which is attributable to an intentional act or omission or gross negligence. If the performance of an Agreement takes more than one year, DSM RESOLVE's liability shall be limited to the (average) yearly amount that the Client owed to DSM RESOLVE in the past year(s). DSM RESOLVE shall in no case be liable for indirect or consequential damage.

**8.4** Client must utilize and solely rely on its own expertise, know-how and judgment in relation to (the results of) the Work and Client's Use thereof and in Client's application of any information obtained from the part of DSM RESOLVE for the purposes intended by Client. Consultation provided by DSM RESOLVE shall not give rise to any additional obligations. Details and information provided with regard to the suitability and use of (the results of) the Work shall not be binding and DSM RESOLVE does not assume any liability based on such consultations. Client shall indemnify and hold DSM RESOLVE harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with (the results of) the Work, Client's use thereof and/or Client's use or application of any information disclosed or provided by or on behalf of DSM RESOLVE.

**8.5** Claims of the Client with respect to (the results of) the Work against DSM RESOLVE which arise from or are in any other way connected with the Agreement or (performance of) the Work done by DSM RESOLVE or by persons or third parties called in by DSM RESOLVE in the performance thereof shall become completely void if they have not been notified explicitly and in writing to DSM RESOLVE within 3 months of the date of the final invoice.

## **Article 9 - Suspension and termination**

**9.1** If (a) Client is in default of performance of its obligations towards DSM RESOLVE, or (b) if DSM RESOLVE has reasonable doubts with respect to Client's performance of its obligations to DSM RESOLVE and Client fails to provide to DSM RESOLVE adequate assurance (such as by means of ongoing credit approval) of Client's performance before the date of scheduled delivery and in any case within thirty (30) days of DSM RESOLVE's demand for such assurance; or if Client becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Client or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Client or if Client enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of DSM RESOLVE, DSM RESOLVE may by notice in writing forthwith suspend its performance or terminate DSM RESOLVE's Confirmation for outstanding performance of Work unless Client makes such payment for the Work on a cash in advance basis or provides adequate assurance of such payment for the Work to DSM RESOLVE; without any intervention of courts being required and without liability for DSM RESOLVE of whatsoever kind arising out of or in connection with such suspension or termination.

**9.2** In any such event pursuant to Article 9.1 all outstanding claims of DSM RESOLVE shall become due and payable instantly in proportion to the quantity of Work performed.

## **Article 10 - Confidentiality**

**10.1** In so far as the results of the Work relate to the Client's company or his business operation, DSM RESOLVE shall keep them secret and not divulge them to third parties, except in the case of a legal stipulation or judicial order whereby DSM RESOLVE is obliged to do so. Other results of the Work shall also be kept

secret by DSM RESOLVE for a period of two years counting from the date of the final invoice. However, excluded from this confidentiality obligation of DSM RESOLVE are the improvements of DSM RESOLVE Knowledge.

**10.2** The Client shall observe secrecy in respect of all information which may come to his knowledge in respect of DSM RESOLVE's business or business operation, working methods and DSM RESOLVE Knowledge.

## **Article 11 - Safety**

**11.1** If DSM RESOLVE employees or persons called in by DSM RESOLVE carry out the Work in whole or in part on sites designated by the Client, the Client shall see to it that these DSM RESOLVE employees and persons are informed, clearly and on time, about the safety rules to be respected on those sites. The DSM employees and persons called in by DSM shall comply with such rules.

**11.2** If DSM RESOLVE's rules in respect of personal safety go beyond those of the Client or if the DSM RESOLVE's employees or persons called in by DSM RESOLVE are of the opinion that enhanced safety standards should be applied on the spot, they shall be entitled to act in accordance with the DSM RESOLVE rules or, as the case may be, said enhanced safety standards. If in the opinion of any such DSM RESOLVE employee or third party the situation is such that the Work cannot be carried out in a safe manner and the Client is unable or not prepared to take adequate measures to remedy this situation, DSM RESOLVE shall be entitled to suspend or terminate the Agreement in whole or in part, without the Client having any right on that ground to claim indemnification from DSM RESOLVE.

## **Article 12 - Hiring of personnel**

For a period of at least two years counting from the date of termination of the Work by DSM RESOLVE under the Agreement, the Client shall not hire any of the DSM RESOLVE personnel who have been involved in performance of the Work, unless DSM RESOLVE has authorized the Client in writing to do so.

## **Article 13 - Force majeure**

**13.1** Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods and/or services supplied by suppliers or subcontractors ("Force Majeure").

**13.2** Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under DSM RESOLVE's Confirmation. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than two (2) months after the agreed delivery date, either Party is entitled to cancel the affected part of DSM RESOLVE's Confirmation without any liability to the other Party.

## **Article 14 - Setting off**

Failure by DSM RESOLVE to enforce at any time any provision of these Conditions shall not be construed as a waiver of DSM RESOLVE's right to act or to enforce any such term or condition and DSM RESOLVE's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by DSM RESOLVE of any breach of Client's obligations shall constitute a waiver of any other prior or subsequent breach.

## **Article 15 - Separability**

In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

## **Article 16 – Limitation of Action**

No action by Client shall be brought unless Client first provides written notice to DSM RESOLVE of any claim alleged to exist against DSM RESOLVE within thirty (30) days after the event complained of first becomes known to Client and an action is commenced by Client within twelve (12) months after such notice.

## **Article 17 - Applicable Law / Competent Court**

**17.1** This General Conditions governing supply of services by DSM R&D Solutions B.V. shall exclusively be governed by the laws of the Netherlands, excluding its conflicts of laws principles.

**17.2** Any disputes which may arise in connection with the present Agreement shall exclusively be submitted by the parties to the competent judge at the District Court of Maastricht, without prejudice to the right to take to appeal a judgment pronounced by such judge.

**THESE CONDITIONS HAVE BEEN FILED AT THE OFFICE OF THE TRADE REGISTER OF THE CHAMBER OF COMMERCE FOR HEERLEN, THE NETHERLANDS, FILE NUMBER \_\_\_\_\_.**

Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.