

**GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT**

**OF**

**the private company with limited liability**

**Unica Special Coatings B.V.  
Hallenstraat 4  
5531 AB BLADEL  
Nederland**

**registered at the Chamber of Commerce under number 17097773**

**MAART 2018**

## **ARTICLE 1: APPLICABILITY**

**a.** These terms and conditions apply to all offers, sales and deliveries by private company with limited liability (after Dutch Law) Unica Special Coatings B.V. (registered at the Chamber of Commerce under number 17097773), hereinafter referred to as Unica Special Coatings B.V., to a third party, to all activities executed by Unica Special Coatings B.V. by order of a third party, and to all agreements in the broadest sense of the word entered into by Unica Special Coatings B.V. with a third party.

**b.** These terms and conditions apply in and outside the Netherlands, regardless of the place of residence or registered office of the parties involved in any agreement, and regardless of the place where the agreement has come about or should have been implemented.

**c.1.** Provisions are added to the appendix in connection with the guarantees. To the extent these provisions deviate from what has been included in this regard in the common section, the deviating provisions of the appendix shall prevail.

**c.2.** Several provisions of the appendix include distinctions when compared to what has been generally determined in the communal section. These distinctions should be read inter alia as examples, but they are not limited thereto, which do not preclude the additional effect of the matters argued by Unica Special Coatings B.V. in the communal section. Nor do they limit the rights of Unica Special Coatings B.V. where these are not described in these terms and conditions.

**d.** If the other party has purchase conditions in place, these purchase conditions will not be binding for Unica Special Coatings B.V. in so far as they deviate from these terms and conditions of sale delivery and payment.

**e.** Any deviation from these terms and conditions used or allowed by Unica Special Coatings B.V. at any time to the benefit of the other party can never be construed as the latter's right to appeal to it later or to claim the application of such deviation for them as an established fact.

**f.** If the other party takes note or could have taken note of these general conditions in another language than the Dutch language and differences in interpretation arise from the respective versions, the Dutch version will prevail over the version in the other language, unless Unica Special Coatings B.V. expressly waives this in writing.

## **ARTICLE 2: OFFERS**

**a.** All offers and quotations are non-committal, unless explicitly stated otherwise. They have been made to the best of Unica Special Coatings B.V.'s knowledge and are based on data that may have been provided on the request for an offer.

**b.** The specifications provided by Unica Special Coatings B.V. on websites, in images, catalogues, product descriptions, brochures or drawings or in any other way with respect to size, weight, volume, viscosity, capacity, performance, colour, material structure, finish or results should be regarded as having been provided as estimates and as having been provided non-committally. Unica Special Coatings B.V. is not held to comply with these specifications and therefore does not accept any liability for any incorrectness in these data.

## **ARTICLE 3.1: ORDERS/AGREEMENTS**

**a.1.** An order is understood to mean: every agreement with Unica Special Coatings B.V., regardless of whether it undertakes to execute activities or make staff, material or space available or carry out any other performance whatsoever, in the broadest sense.

**b.1.** All agreements entered into with Unica Special Coatings B.V. will only become binding upon a written confirmation by Unica Special Coatings B.V. or due to Unica Special Coatings B.V. having commenced the execution of the order. Any supplements or changes to the afore-

mentioned agreements will only become binding for Unica Special Coatings B.V. after and in so far as these have been accepted and confirmed in writing by Unica Special Coatings B.V.. The other party will be deemed to have accepted changes or supplements to agreements entered into with Unica Special Coatings B.V., if the other party has not objected in writing against these changes and/or supplements within eight days after he has or could have taken cognizance of these changes and/or supplements. The other party is deemed to have knowledge of the said changes and/or supplements and to have accepted these at the moment at which Unica Special Coatings B.V. has commenced the activities to which these changes and/or supplements are related.

Only the Board of Directors and possibly those explicitly authorised by the Board of Directors to enter into agreements on behalf of Unica Special Coatings B.V. are allowed to do so.

**c.1.** Unless explicitly agreed on otherwise in writing, Unica Special Coatings B.V. is entitled at all times to have part of the order or the entire order executed by a third party, on the understanding that these terms and conditions also apply in the favour of this third party, provided that Unica Special Coatings B.V. authorises such third party in writing – even afterwards, if necessary – to appeal to these terms and conditions without this authorisation causing any obligations for Unica Special Coatings B.V..

### **ARTICLE 3.2: TOLERANCES**

**a.2.** All coatings, varnishes and paint products produced and/or put on the market by Unica Special Coatings B.V. are accompanied by product descriptions. Unica Special Coatings B.V. compiles these product descriptions with due care, using its usual standards, according to the descriptions in the 'Internal Quality System Manual', for the values and applicability mentioned on the products.

In the production process for the coatings, varnishes and paint products, Unica Special Coatings B.V. is at all times at liberty to choose the raw materials to be treated and/or processed, even if this changes the viscosity, specific weight and other properties, including but not confined to colour fastness, and the durability of these products as a result.

**b.2.** The coatings, varnishes and paint products supplied by Unica Special Coatings B.V. have different kinds of tolerances, for example in terms of quantity, weight and volume 5%.

**c.2.** The standards and tolerances of the manufacturer concerned apply to all other goods sold by Unica Special Coatings B.V. to the other party.

### **ARTICLE 3.3. PERPETUAL CLAUSE AND EXPORT RESTRICTIONS:**

**a.3.** When conducting business with the other party, Unica Special Coatings B.V. wishes not to become involved in any way in corruption, terrorism and/or in transactions that are subject to embargos of the Member States of the European Community; neither directly nor indirectly. By the formation of agreements between Unica Special Coatings B.V. and the other party, during which the other party could, at that time or prior to such, have taken note of these general conditions, the other party expressly notifies Unica Special Coatings B.V. that the aforementioned circumstances are not in existence and that it is also not involved in such, neither directly nor indirectly. The other party also notifies in the aforementioned manner that the performance and/or goods delivered by Unica Special Coatings B.V. shall not be used by the other party and/or on its behalf in aforementioned circumstances, neither directly nor indirectly.

**b.3.** If at any time the other party becomes aware, or has a reasonable suspicion, that it is or is becoming involved in the circumstances as referred to in this article under a.3, the other party is obliged to notify Unica Special Coatings B.V. of this immediately.

If at any time Unica Special Coatings B.V. becomes aware, or has a strong suspicion, that in respect of any agreement between it and the other party it is becoming, or threatens to become, involved in circumstances as set out under a.3. aforementioned, Unica Special Coatings B.V. is entitled to terminate and/or suspend the agreements entered into with the other party either wholly or in part and to cancel any agreements still to be entered into. Unica Special Coatings

B.V. is also entitled to sanction the right to cancellation, termination and/or suspension in a manner as referred to in clause 10.b.

**c.3.** Unica Special Coatings B.V. is entitled to report the knowledge it obtains and/or has obtained in respect of the aforementioned circumstances or in the event of a reasonable suspicion of such circumstances to the competent authorities and to provide those with all the relevant information, including the information it has obtained under a previously agreed duty of confidentiality. In that event, Unica Special Coatings B.V. cannot be held liable in any way by and/or on behalf of the other party; neither directly nor indirectly.

**d.3.** If the other party resells the goods by and/or on behalf of Unica Special Coatings B.V., whether or not in a treated and/or processed form, or if the other party exports or re-exports, trades under licence, ships, diverts or otherwise transfers and/or uses any applied technology with regard to the product, or either directly or indirectly disposes of and/or otherwise makes the product public with Unica Special Coatings B.V.'s permission, the other party must ensure that these acts do not conflict with the laws and regulations applicable in its country and in the country of destination, and these acts must not be contrary to laws and regulations on export restrictions applicable by the UN, US, and EU. The other party is not permitted to take any actions that could lead to Unica Special Coatings B.V. breaking the laws and regulations referred to above.

#### **ARTICLE 4: LIABILITY**

**a.** Except for the provisions of Article 9 of these terms and conditions, Unica Special Coatings B.V. is not liable for any damage caused either directly or indirectly by the items delivered by them or on behalf of them – including extra work – not being in compliance with the agreement and / or the aforementioned forms of damage are the result of the properties of one or more components of the relevant goods and / or tools, unless this is due to Unica Special Coatings B.V.'s intent or gross negligence. Consequently, Unica Special Coatings B.V. also does not accept any liability in the event of serious calamities, such as but not limited to fire, water damage and any outside contingency, such as war and earthquakes.

**b.** To the extent that the other party, or the third party engaged by it on the basis of collaboration and/or the rendering of assistance, is involved in the performance of the transaction between Unica Special Coatings B.V. and the other party, Unica Special Coatings B.V. is in no way or form liable for any loss caused on the part of the other party and/or the third party engaged by it, including not towards any ultimate client of the other party.

**c.** If Unica Special Coatings B.V. should be liable for any other reason for any damage under the agreement, the damages payable will not exceed the invoice amount (exclusive of value added tax) with regard to the respective goods and/or services, with a maximum of EUR 5,000.00 (in words: five thousand euros).

**d.** A claim under these terms and conditions does not suspend the other party's payment obligation towards Unica Special Coatings B.V..

#### **ARTICLE 5: PERIOD AND LOCATION OF DELIVERY**

**a.** The periods of delivery mentioned in the offers, confirmations and contracts are to the best of Unica Special Coatings B.V.'s knowledge and will be complied with as much as possible, but they are not binding for Unica Special Coatings B.V..

**b.** If these periods are exceeded due to whatever cause, the other party will not be entitled to damages, dissolution of the agreement or non-compliance with any obligation arising for them from the respective agreement or from any other agreement whether or not connected with this agreement.

- c.** If the delivery period is exceeded by a wide margin, at the discretion of Unica Special Coatings B.V., Unica Special Coatings B.V. will enter into further consultation with the other party.
- d.** Delivery is ex Unica Special Coatings B.V. company or any other location to be decided by Unica Special Coatings B.V..
- e.** If at any time Unica Special Coatings B.V. transports goods for the other party or has those goods transported to the agreed delivery address, then the other party must ensure good accessibility and unloading facilities. If at any time this is not the case, this at the discretion of Unica Special Coatings B.V., then Unica Special Coatings B.V. is entitled to charge the other party for the loss of time suffered by them and/or on its behalf. This also applies if the goods to be delivered cannot be delivered immediately.
- f.** If goods sold or services offered by Unica Special Coatings B.V. are not accepted after they have been offered to the other party, they will be available to the other party for a period of three weeks. Throughout this period, the goods are stored for the other party's account. After the period mentioned above, the total amount that would be payable for purchase or compliance, increased with the costs and interest, could be claimed from the other party, even without delivery of the said goods or services. The payment will then be deemed made as damages to Unica Special Coatings B.V..
- g.** If the other party does not comply with any obligation arising from this agreement or any other agreement connected with the order or does not do so in time, Unica Special Coatings B.V., upon informing the other party in writing that he is default, without judicial intervention, will be entitled to suspend the execution, without Unica Special Coatings B.V. being held to pay any damages.

#### **ARTICLE 6: TRANSPORT AND TRANSPORT RISK**

- a.** The choice of the means of transport is for Unica Special Coatings B.V. to decide.
- b.** The transport of the goods ordered/purchased with Unica Special Coatings B.V. is for the other party's account. This applies equally to return shipments.
- c.1.** As from the moment of dispatch, all goods ordered/purchased from Unica Special Coatings B.V. travel at the other party's risk. Also if costs of carriage to the delivery address have been agreed on, the other party will be liable for any damage sustained during transport.
- c.2.** All the correspondence conducted by and on the part of Unica Special Coatings B.V. with the other party and/or with third parties on behalf of the other party, is from the moment of dispatch at the risk of the other party, irrespective of the delivery conditions relating to the goods and/or services to be delivered by Unica Special Coatings B.V. as agreed with the other party. The other party must ascertain that the correspondence derives from Unica Special Coatings B.V.. Unica Special Coatings B.V. cannot be held liable in any way by, and/or on the part of, the other party for damage and/or changes to and/or corruption of the content of the correspondence sent by or on the part of Unica Special Coatings B.V..
- d.** Unless expressly agreed otherwise in writing, the goods will only be delivered by the truck to the ground floor. If goods are to be delivered at another location than at ground-floor level, the additional costs and risks are to be borne entirely by the other party.  
If at the time of delivery the other party is not present or does not appear to be able to receive the goods or is otherwise in default to receive the goods, Unica Special Coatings B.V. will be entitled to convert the delivery into an obligation for the other party to collect the goods at the address provided by the carrier after the latter has informed the other party by leaving a written message to such effect.
- e.** At arrival or receipt of the goods, the other party has to check the condition of the goods. If it then becomes apparent that the goods or materials have sustained damage, he has to take all

measures to obtain damages from the carrier. By signing the receipt provided by or on behalf of Unica Special Coatings B.V., the other party declares he has received the goods in good condition.

#### **ARTICLE 7: PRICES AND COSTS**

**a.** Unica Special Coatings B.V. fixes a price or fee for every order individually. This price or fee is exclusively intended as the amount to be paid for the performance to be executed by Unica Special Coatings B.V., including the normal costs involved. The prices mentioned in the offer are based on the cost price factors, such as but not limited to: rates, wages, taxes, rights, expenses, cargo et cetera then known. In the event of an increase of any of these factors, Unica Special Coatings B.V. will be entitled to change the offered (selling) price accordingly.

**b.** Therefore, the price or fee does not include any levies imposed by the government or other bodies, including fines, insurance premiums etc.

**c.** Unica Special Coatings B.V. is entitled to demand down payments, or a deposit or security (in the form of a bank guarantee) in advance.

**d.** Unica Special Coatings B.V. reserves the right to charge shipping costs.

#### **ARTICLE 8: TERMS AND CONDITIONS OF PAYMENT**

**a.** Unless explicitly agreed on otherwise in writing, payment of invoices sent by Unica Special Coatings B.V. must be made within 8 (eight) days upon invoice date, without deduction of discounts and without any form of compensation.

**b.** All payments, without deduction or settlement of debt, are to be made at the offices of Unica Special Coatings B.V. or into a bank or giro account to be designated by Unica Special Coatings B.V..

**c.** Discounts can only be granted upon mutual consultation between Unica Special Coatings B.V. and the other party. Unless explicitly agreed on otherwise in writing, these are one-off discounts. With subsequent transactions no appeal can be made to previous discounts.

#### **ARTICLE 9: COMPLAINTS**

**a.** Any complaints about the delivery of goods, the services provided and invoice amounts, must be submitted to Unica Special Coatings B.V. in writing by registered letter within fourteen days upon receipt of the products, services or the respective invoices, with the facts to which the complaints are related carefully stated. The other party's right to complain lapses with respect to the goods and/or services used, edited and/or processed by or on behalf of the other party. This also applies to goods that have been opened or goods that are in packaging that has been damaged, incorrectly stored and/or kept incorrectly.

**b.** Complaints with respect to the stipulations in these terms and conditions as referred to in, inter alia, Article 6:233, under a, of the Dutch Civil Code (voidness regarding one or multiple stipulations on the grounds of being unreasonably onerous) must also be submitted to Unica Special Coatings B.V. in writing by registered letter within fourteen days upon taking cognizance of these terms and conditions or the time at which these could reasonably have been taken cognizance of, with the facts to which the complaints are related carefully stated. The right to complain lapses at the moment at which the agreement is brought about. The other party refrains from making an appeal afterwards on the grounds of one or multiple stipulations in these terms and conditions being unreasonably onerous, in so far as the stipulations felt to be unreasonably onerous are not imperatively prescribed by law.

**c.** If the complaints submitted do not comply with the provisions above, they can no longer be received, and the other party will be deemed to have approved the delivered goods and/or performed services. If in Unica Special Coatings B.V.'s opinion a justified complaint has been

submitted, it will have the right to pay to the other party a sum in damages to be decided in mutual consultation, or to proceed to making a new delivery while keeping the current agreement unchanged, under the other party's obligation to return to Unica Special Coatings B.V. the incorrect or faulty good(s) delivered carriage paid, at the discretion of Unica Special Coatings B.V..

**d.** Unica Special Coatings B.V. will only be held to take cognizance of complaints submitted, if at the moment at which the complaints are submitted the other party involved has integrally complied with all its existing obligations towards Unica Special Coatings B.V., regardless of what these obligations consist of and from whatever agreement they arise.

**e.** Unica Special Coatings B.V. will reject returns that have not been approved by Unica Special Coatings B.V., or are insufficiently franked and/or packed. All returns from the other party are for their account and risk.

#### **ARTICLE 10: CANCELLATION/DISSOLUTION AND SUSPENSION**

**a.** If the other party is or remains in default in any way with respect to complying with its obligations regarding deliveries or activities executed or to be executed by Unica Special Coatings B.V. previously, or pursuant to other obligations, Unica Special Coatings B.V. has the right to suspend its obligations towards the other party or to cancel/dissolve the underlying agreements in whole or in part, without being held liable by the other party in any way and without prejudice to the rights to which Unica Special Coatings B.V. is entitled.

Unica Special Coatings B.V. will also have this right, if the other party is declared bankrupt, has petitioned for suspension of payment, the Debt Rescheduling Private Individuals Act (Wettelijke Schuldsanering Natuurlijke Personen – WSNP) is declared applicable, other forms of debt supervision or winding-up of the company or business activities occurs, or if – to the standards of Unica Special Coatings B.V. – these circumstances threaten to occur. All claims Unica Special Coatings B.V. has on the other party will then be immediately due and payable.

**b.** If the other party wants to dissolve or cancel the agreement(s) it has entered into with Unica Special Coatings B.V., then Unica Special Coatings B.V. is also entitled to demand fulfilment of the contract(s) entered into; or, at the discretion of Unica Special Coatings B.V., the other party will owe termination costs of 100% of the agreed market value or transaction value and, on cancellation, will owe cancellation fees of at least 30% of the market value or the transaction value, all of which also at the sole discretion of Unica Special Coatings B.V..

#### **ARTICLE 11: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT**

If payment of the invoices sent by Unica Special Coatings B.V. has not taken place within 8 (eight) days upon invoice date, the other party will be deemed to be legally in default and Unica Special Coatings B.V. will have the right to charge to the other party interest on the full payable amount as from the expiry date equal to the statutory interest rate with a minimum of 1% per month or a part of this, without prejudice to the other rights to which Unica Special Coatings B.V. is entitled, including the right to recover all costs under the claim, both court costs and extrajudicial collection costs, the latter of which are fixed in advance at 15% of the amount to be claimed, with a minimum of EUR 250 (in words: two hundred and fifty euros), all of the above without notice of default.

NB: If the legislator has set the extrajudicial collection costs to be charged to the other party by law, the other party will owe extrajudicial collection costs in accordance with the relevant provisions of the law.

#### **ARTICLE 12: RETENTION OF TITLE**

**a.** As long as the other party has not made full payment to Unica Special Coatings B.V. for goods, parts and installations delivered to them by Unica Special Coatings B.V. and/or activities executed for them by Unica Special Coatings B.V., these goods and/or materials, which are for the other party's account and risk, will remain the undisputed property of Unica Special Coatings B.V..

**b.** If other party does not comply with any obligation from the agreement with respect to the goods sold and/or activities executed, Unica Special Coatings B.V., without any notice of default being required, has the right to take the goods or materials back, in which case the agreement will be dissolved without any judicial intervention, without prejudice to the right of Unica Special Coatings B.V. to claim compensation at law or extrajudicially for any damage suffered or yet to be suffered by Unica Special Coatings B.V., including loss suffered, lost profit, interest, transport costs etc.

**c.** Unica Special Coatings B.V. reserves the right to actually retain goods, tools, materials, vehicles, money, negotiable instruments, (financial) documents et cetera which it has obtained from the other party under whatever title, until the other party has fully complied with its financial and other obligations towards Unica Special Coatings B.V..

**d.** For transactions with other party established in a country where prolonged retention of title applies, Unica Special Coatings B.V. has the right to declare the prolonged retention of title as it applies in the respective country applicable at any moment of its choosing.

### **ARTICLE 13: FORCE MAJEURE**

**a.** In the event of force majeure Unica Special Coatings B.V. is no longer held to comply with its obligations towards the other party. Force majeure includes such events and situations which have a clearly identifiable and direct influence on the company Unica Special Coatings B.V., such as but not limited to serious interruptions of its production process, war (also outside the Netherlands), riot, epidemic, fire, traffic disruption, strike, exclusion, loss or damage during transport, accident or sickness among its staff, import and export restrictions or other limitations imposed by governments etc. Unica Special Coatings B.V. will be discharged from its obligations, regardless of whether force majeure occurred in its own company or elsewhere, such as in the companies of suppliers, carriers, wholesalers etc.

**b.** In the event of impediments to executing the agreement due to force majeure, Unica Special Coatings B.V. will be entitled, without judicial intervention, to suspend the execution of the agreement for a period not exceeding six months, or to dissolve the agreement in whole or in part, at the discretion of Unica Special Coatings B.V.. The other party will receive a written notice of such decision made by Unica Special Coatings B.V..

### **ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS, DESIGN PROTECTION**

**a.** The intellectual property rights to all products manufactured, services provided etcetera by Unica Special Coatings B.V. (also for the benefit of the other party) belong to Unica Special Coatings B.V.. The use or alternative use of these rights, designs and/or ideas of Unica Special Coatings B.V. is strictly prohibited, unless Unica Special Coatings B.V. has granted explicit approval in writing and all conditions stipulated by Unica Special Coatings B.V. in this respect have been fully complied with.

**b.** If the other party does not comply with the provisions as set out under 14a, Unica Special Coatings B.V. will be entitled, without any further notice of default and/or judicial intervention being required, to claim a fine of at least EUR 50,000 (in words: fifty thousand euros) per day or a part thereof as long as this non-compliance continues.

### **ARTICLE 15: WARRANTY**

**a.** Unica Special Coatings B.V. will exclusively grant a warranty in accordance with the provisions of the warranty clause, if such provisions have been delivered together with the products. In such cases, the warranty will only take effect after the other party has informed Unica Special Coatings B.V. of its request in writing by registered letter.

**b.** If a warranty is provided by Unica Special Coatings B.V. but if no warranty clause has been provided, the warranty term will not exceed six months after delivery of the respective goods. The



other party will also need to inform Unica Special Coatings B.V. of its request in writing by registered letter.

**c.** The warranty includes repair or replacement of the goods at issue, or full or partial crediting of the contested goods, such to be decided by Unica Special Coatings B.V.. Outside contingency can never lead to Unica Special Coatings B.V. being held to provide any warranty.

**d.** The goods taken in for repairs by Unica Special Coatings B.V. or with a therefore engaged third party remain in all cases for risk of other party.

#### **ARTICLE 16: CONSIGNMENTS ON APPROVAL**

Only upon prior written confirmation by Unica Special Coatings B.V. to the other party, the goods delivered by or on behalf of Unica Special Coatings B.V. can be considered consignments on approval for shows, exhibitions, trade fairs and/or other purposes to be indicated by Unica Special Coatings B.V..

These general terms and conditions also fully apply to goods on approval and on consignment.

#### **ARTICLE 17: APPLICABLE LAW AND COMPETENT COURT**

**a.** The laws of the Netherlands apply to all offers, orders and agreements to be entered into with Unica Special Coatings B.V.. However, Unica Special Coatings B.V. has the possibility at any desired moment to appeal to the applicable law of the country where the other party is registered/has its registered office. In such case, contrary to the provisions set out under b, the dispute will be submitted to the court that is competent *ratione materiae* in the other party's jurisdiction. If the nature of the transaction(s) so warrants, Unica Special Coatings B.V. is able and entitled to rely at any time on the Vienna Sales Convention. Unica Special Coatings B.V. is not obliged to notify the other party of its choice in advance.

**b.** All disputes will be submitted to the District court of Oost-Brabant location Eindhoven that is competent *ratione materiae* or to another competent judicial authority, at the discretion of Unica Special Coatings B.V..

**c.** If the other party is summonsed by a third party to appear before another court and/or on the basis of another law, the other party hereby waives the right to add Unica Special Coatings B.V. as a third party before that court and under that law, so that the jurisdiction of the court and the law that Unica Special Coatings B.V. has chosen will in any event prevail.

**d.** If any article or paragraph of these general terms and conditions becomes invalid, the other articles will remain valid.

#### **CONCLUDING PROVISIONS:**

These terms and conditions have been prepared and filed for the benefit of Unica Special Coatings B.V. by [De Incassokamer B.V.](#) and have come about under the applicability of its current and future general terms and conditions of sale, delivery and payment, with due observance of Book 6, Title 5, Section 3 of the Dutch Civil Code.

These general terms and conditions are also subject to the © copyright of De Incassokamer B.V.

## **APPENDIX: GENERAL WARRANTY TERMS AND CONDITIONS**

### **General:**

**a.** Unica Special Coatings B.V. refers to its provisions of Articles 1.c. to 1.d. inclusive on the scope of applicability.

**b.** The guarantee provided for in this appendix concerns the coatings, varnishes, paints and paint-related products that Unica Special Coatings B.V. produces and puts on the market.

**1.1** The term of the warranty provided by Unica Special Coatings B.V. on these products 6 months, after the date of delivery of the relevant goods, as stated on Unica Special Coatings B.V.'s invoice, unless a different term has been agreed expressly in writing. The warranty ends automatically at the end of the agreed warranty period.

In the event the invoice does not state a delivery date, the invoice date will apply as the commencement date of the warranty term, unless an earlier delivery date can be demonstrated by means of a certificate of posting in which case the delivery date stated thereon applies as the warranty commencement date.

**1.2** Warranty claims from end users must always be submitted and settled via the reseller where they purchased the relevant Unica Special Coatings B.V. goods. If the end user purchased the relevant goods directly from Unica Special Coatings B.V., such end users will have right to submit the claim directly to Unica Special Coatings B.V..

**1.3** As regards the goods delivered by it subject to the warranty, Unica Special Coatings B.V. only handles invocation of the warranty by the other party if the relevant goods are sent back by the other party to Unica Special Coatings B.V. and a return request has been made within the warranty period, unless expressly agreed otherwise and/or instructed by Unica Special Coatings B.V..

**1.4** The other party cannot derive any rights from the handling and the manner of settlement of a warranty claim or the approval of the warranty application by Unica Special Coatings B.V. as regards the provision or rejection of warranty.

**1.5** Any reliance by and/or on the part of the other party on a warranty provided by Unica Special Coatings B.V. does not interrupt the agreed warranty period. Rights cannot be derived by and/or on the part of the other party from warranty provided by Unica Special Coatings B.V. with respect to future comparable or incomparable purchases, including in the event warranty was and/or is provided to third parties.

**1.6.** In case of a warranty provided by Unica Special Coatings B.V. and such warranty is invoked by the other party, it cannot be determined whether the complaint concerning the product delivered comes under the applicability of the warranty until after Unica Special Coatings B.V. has determined the nature of the complaint definitively.

**1.7** Unica Special Coatings B.V. has the right to charge the additional investigation/handling costs subject to a minimum of EUR 50.00 (fifty euros) per case (or product), which it incurred in connection with the other party's unjustified reliance on the warranty provided by Unica Special Coatings B.V., in addition to any dispatch costs.

**1.8** To the extent not expressly agreed otherwise between Unica Special Coatings B.V. and the other party, the other party arranges in case of a warranty claim to be handled by Unica Special Coatings B.V. for transport to Unica Special Coatings B.V. of the goods in respect of which the warranty is claimed and it bears the related risk and costs (what is known as Carry-In Warranty). The goods to be sent to Unica Special Coatings B.V. by the other party must be

packaged by the other party so that they are watertight and protected against moisture (against rust), against freezing, as well as against damage and breakage.

**1.9** Concerning the guarantee provided by Unica Special Coatings B.V., Unica Special Coatings B.V. only arranges the return transport to the other party for the goods for which a claim against the guarantee has been made. Unless expressly agreed otherwise in writing, Unica Special Coatings B.V. will in that case only bear the costs of preparing for transportation.

**1.10** In the event Unica Special Coatings B.V. sends back goods in respect of which it handled a warranty claim, such goods will be sent to the address of its reseller or the end user's stated address if such has been agreed expressly in writing.

**1.11** The guarantee provided by Unica Special Coatings B.V. constitutes a best effort obligation and may comprise repair or replacement (of similar or functionally similar products) or full or partial crediting of the relevant goods, such to be decided by Unica Special Coatings B.V..

**1.12** Delivery of one of the performances described above under 1.11 means that Unica Special Coatings B.V. is fully discharged as regards its warranty obligations.

**1.13** In the event of a justified appeal, Unica Special Coatings B.V. is never liable, either directly or indirectly, for any damages suffered by and/or on behalf of the other party and/or damages to be suffered in the future.

**1.14** The entitlement to the warranty provided by Unica Special Coatings B.V. lapses if, such to be decided by Unica Special Coatings B.V., it is based on an improper claim or a suspicion thereof; such as but not limited to, if:

- Something on the invoice has been changed, crossed out, deleted or rendered illegible.
- The product specifications and/or the production number or serial number have been changed, crossed out, deleted or rendered illegible.
- The packaging is damaged.
- The goods have been treated and/or processed on inappropriate and/or incorrectly treated surfaces.
- In case of improper use.
- The reduction in quality and/or effect is a consequence of external contingencies, including but not confined to weather conditions, fire, carelessness, incorrect or improper use, inexperienced use, and/or use in a product-unfriendly environment, such as exposure to extreme temperatures.
- The reduced quality and/or effect is caused by the use of the wrong diluent(s).
- The reduced quality and/or effect is caused by the use of the wrong equipment/tools, or if this equipment/these tools have been used incorrectly.
- The reduced quality and/or effect is caused by use contrary to the product description accompanying the goods.
- It constitutes normal wear and tear and/or degeneration.
- The product is used in a country or environment for which it was not designed, produced or approved and as a result – for instance but not confined to this – it fails to comply with the applicable local or national laws and regulations and/or technical standards.
- If the other party has resold or otherwise disposed of the goods, either temporarily or otherwise, for which the guarantee request is made or otherwise handed over the goods into the control of a third party.
- The other party fails to comply with its obligation or is in default towards Unica Special Coatings B.V. in any way.

**1.15** If when providing the guarantee Unica Special Coatings B.V. resorts to repairing and/or replacing the goods delivered by it under guarantee, it is not obliged to treat the products to which coatings, varnishes and/or paint products are to be applied, unless expressly agreed otherwise in writing. The other party is responsible for this and for inspecting the returned goods itself before use.

**1.16** Unica Special Coatings B.V. is not obliged to make replacement goods available to the other party for the period during which the goods that fall under Unica Special Coatings B.V.'s guarantee are in its possession.

**1.17** Unica Special Coatings B.V. has full ownership of coatings, varnishes and/or paint products, which are replaced under Unica Special Coatings B.V.'s guarantee, immediately after replacement, unless Unica Special Coatings B.V. waives this at its discretion.

**1.18** The goods that Unica Special Coatings B.V. takes for checking and/or treatment under the guarantee that are in Unica Special Coatings B.V.'s custody remain at the risk of the other party.

**1.19** Unica Special Coatings B.V. is not liable in any way, shape or form whatsoever by and/or on behalf of the other party for the loss of functionalities, or the revelation thereof, and/or the degeneration of products covered by the guarantee for its varnish and/or paint products, unless Unica Special Coatings B.V. has explicitly agreed otherwise with the other party in writing.

**1.21** If Unica Special Coatings B.V. considers it desirable, Unica Special Coatings B.V. is entitled but not obliged to have varnish and paint products for which the other party invokes a guarantee, and on behalf of the party against whom judgement has been given, to have the products tested at the Netherlands Organisation for Applied Scientific Research or another expert body of its free choice.

**1.22** Unica Special Coatings B.V. is entitled, at its sole discretion, to add components to these varnish and paint products and/or to change the composition of these products in another way when processing the guarantee and/or resolving the complaint in question.

These general terms and conditions including the appendix "general warranty terms and conditions" are also subject to the © copyright of De Incassokamer B.V.