

GENERAL CONDITIONS OF SALE, Norit Nederland B.V. and its subsidiaries (publication 2004)

Article 1: APPLICABILITY

- 1.1 In these General Conditions of Sale, Norit is understood to be the limited liability company Norit Nederland B.V., located in Amersfoort, The Netherlands and its subsidiaries, N.V. Norit Belgium S.A., Norit Deutschland GmbH, Norit France S.a.r.l, Norit Italia S.p.A., Norit UK Ltd. , Norit Singapore Pte Ltd. and Norit Japan Co. Ltd. By purchaser is understood the Norit contracting party.
- 1.2 These General Conditions of Sale apply to all offers, order confirmations and (sales) agreements and any resultant deliveries and activities Conditions on the part of the purchaser only form part of the agreement in so far as these conditions have expressly been agreed upon, in writing, by Norit
- 1.3 Should any clause in these General Conditions of Sale be considered invalid by the competent court, then the particular clause in question shall be considered not to have been written and all other General Conditions of Sale shall remain in force. In this case the Parties shall consult with each other immediately in order to arrive at a replacement condition, which as far as possible shall meet the objective of the invalid clause.

Article 2: CONSTITUTION OF THE AGREEMENT

All offers made by Norit are without any obligation unless otherwise agreed in writing. Norit shall only be committed following receipt by the purchaser of a written order confirmation from Norit.

Article 3: DELIVERY

Unless different delivery terms have been agreed upon, in writing, delivery takes place ex works. The Incoterms (latest edition) as deposited at the International Chamber of Commerce, Paris, shall apply unless otherwise expressly agreed. Deliveries on the basis of a demand contract shall be considered as individual deliveries. These General Conditions of Sale shall apply unabridged to these separate (partial) deliveries.

Article 4: RETENTION OF TITLE

- 4.1 Norit retains title to all the products delivered to the purchaser until such time as Norit no longer has any claim whatsoever on the purchaser.
- 4.2 In the event that payment is not made on time by the purchaser, Norit shall have the right to recall that which has been sold, without any summons, notice of default or legal intervention, without prejudice to Norit's right to payment of the sales price and damages and the provisions stated under article 5. The purchaser shall, upon first request, allow the products delivered by Norit to be retrieved from the purchaser. The costs of restitution shall be paid by the purchaser.
- 4.3 During the period of retention of title, the purchaser shall only be entitled to have disposal of the products within the scope of normal business operations. The purchaser shall store the products clearly marked as products from Norit.

Article 5: PAYMENT

- 5.1 All payments shall be made within thirty days following invoice date without deduction, setoff or discount, unless otherwise agreed upon in writing. Both before and after concluding an agreement, Norit is entitled to require security regarding the fulfilment of payment obligations on the part of the purchaser.
- 5.2 If, following a written reminder, the purchaser continues within the period of time as set out in the reminder to be in default in making payment of the full amount due, or, as the case may be, in providing security, this shall, without prejudice to any other right due to Norit, have the following consequences:
 - all other debts outstanding with Norit in the name of the purchaser shall also be due immediately;
 - Norit shall have the right, from the date of expiry, to automatically charge a rate of seven percent (7%) above the then valid EURIBOR rate until the date of full payment, without any reminder being required;
 - without any further notice of default and without legal intervention, Norit shall unilaterally have the right to terminate the agreement either wholly or partially, by registered letter, or to suspend implementation thereof, either wholly or partially, without being liable to any claim for damages, and without prejudice to Norit's right to payment of the sales price and to damages;
 - all costs incurred by Norit, including charges for the whole or partial recovery of its outstanding debts from the purchaser, shall be charged to the purchaser.

Article 6: NON-FULFILMENT

- 6.1 If the purchaser fails to meet any other obligation, entirely and on time, or fails to do so sufficiently, as well as in the event of petition for bankruptcy, bankruptcy, liquidation of the company, or requested or granted suspension of payment, Norit shall have the right without any further notice of default and without legal intervention to cancel the agreement either wholly or partially, by registered letter, or to suspend implementation thereof either wholly or partially without being liable to any claim for damages, and without prejudice to any further right due to Norit.
- 6.2 Should one of the above-mentioned circumstances occur on the part of the purchaser, all claims to be made by Norit on the purchaser shall be due immediately and in full.

Article 7: FORCE MAJEURE

- 7.1 If Norit cannot reasonably be expected to fulfil one or more of its obligations in connection with one or more of the situations as set out below, Norit shall have the right, without legal intervention, to terminate the agreement either wholly or partially, by registered letter, or to suspend implementation thereof either wholly or partially without being liable to any claim for damages.
- 7.2 These circumstances are: restrictive governmental measures, of whatever nature, epidemics, mobilisation, war, revolution, strikes, seizure, interruption of production, lack of raw materials, semi-manufactured products, auxiliary materials and/or energy, natural disasters, whole or partial default by a third party from whom goods or services must be received and any other situation whatsoever that Norit cannot reasonably anticipate and on which Norit has no influence and on the grounds of which, had such a situation been known when drawing up the contract, the agreement would not have been concluded at all or would not have been concluded under the same conditions.
- 7.3 If, however, whole or partial suspension as referred to in the first paragraph changes the subsequent performance of Norit so radically for the purchaser that acceptance thereof by the latter can no longer reasonably be required, the purchaser shall be released from his (further) purchase obligations.
- 7.4 Fulfilment in one or more instances while situations as referred to in the second paragraph prevail shall not affect the right in other instances to exercise the entitlement to suspension or termination.

Article 8: LIABILITY AND CLAIMS

- 8.1 Communications by or on behalf of Norit relating to quality, composition, treatment in the widest sense of the word, applicability, properties etc. of the products apply only as guarantees if they have actually been made expressly and in writing in the form of a guarantee.
- 8.2 Norit only guarantees conformity of the products to the specifications mentioned or agreed upon which are valid at the time of delivery by Norit. Conformity to specifications can be shown by sending a Certificate of Analysis with a delivery if this is agreed upon. In case of non-conformity to the specifications, the only remedy will be replacement of the products. This shall take place only after previous written confirmation from Norit, subject to conditions to be determined by Norit.
- 8.3 The purchaser shall inspect the products and packaging as quickly as possible to the extent that this can realistically be expected of him and/or in accordance with normal usage. Defects in the products and packaging which are detected during this inspection, as well as defects which first manifest themselves in later use or application, should be brought to the attention of Norit as soon as they have been detected by the purchaser. Any liability on the part of Norit shall be cancelled if the purchaser does not meet one of these obligations. In order to limit the damage, the purchaser shall follow instructions given by Norit relating to the products and packaging.
- 8.4 All liability on the part of Norit for any damages whatsoever is limited to a maximum of the net sales price or the net invoice amount of the (partial) delivery in question. The following do not in any way qualify for compensation:
 - consequential loss and indirect loss (business interruption, loss of income, and suchlike) arising from any cause whatsoever;
 - damage caused deliberately or by gross negligence on the part of third parties and/or purchaser;
 - damage as a result of a defect that the purchaser was in a position to discover (in the sample);
 - damage as a result of inexpert and/or not approved use of the products delivered.The purchaser holds Norit harmless against third- party claims as a result of damage suffered or to be suffered by them in connection with the products delivered.

Article 9: ADVICES

All advices given by Norit are given to the best of Norit's abilities and reflect as far as possible the current state of the art. Norit can in no way be held liable for results and/or expected performances mentioned in its advices. Each advice is based on information given by the purchaser. Purchaser is responsible for the correctness, completeness and reliability of the information it supplies to Norit, even if the purchaser has received this information from third parties.

Article 10: APPLICABLE LAW AND DISPUTES

- 10.1 The law of the Netherlands applies to all Norit's proposals, order confirmations and agreements. The Vienna Sales Convention of 1980 is excluded.
- 10.2 Disputes relating to an offer, order confirmation or agreement to which these General Conditions of Sale apply shall only be brought before the competent court at Utrecht, without prejudice to Norit's right to serve a writ upon the purchaser before the court in the purchaser's place of domicile.

These General Conditions of Sale are the translation of the Dutch original. In the event of a conflict of interpretation the Dutch version shall be decisive.
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