Article 1: Definitions and applicability

1. The following terms shall bear the meanings assigned to them below for the purposes of these General Conditions of Sale:

Agreement: any agreement which concludes between the Seller and the Buyer, any change or addition to this, as well as all juristic acts in preparation for and in execution of such agreement.

Buyer: a natural person or legal entity with whom or which the Seller negotiates with regard to the conclusion of an Agreement and/or that enters into an Agreement with the Seller in relation to any Product.

Force Majeure: any circumstances beyond the reasonable control of the Seller, even if they could be foreseen at the moment when the relevant Agreement was concluded, including but not confined to (i) force majeure circumstances within the meaning of Section 6:75 of the Dutch Civil Code, (ii) government action or a request from any governmental, regulatory or administrative authority, or any inability to obtain, or the shortage or lack of, fuel, water, power, gas, equipment, import or export licenses, transportation or materials, or an accident involving, or the breakdown of, machinery or equipment (in this respect “inability” is also deemed to refer to a situation in which the Seller has to incur extensive costs to supply the relevant Products to the Buyer), (iii) default (in the broad sense of the term) on the part of the Seller, and (iv) strikes or labour disputes.

Product: all goods, services, licences and/or advice in the broadest sense of the term.

Order: any instruction issued by the Buyer to the Seller with respect to the sale and purchase of Products, written, in writing and/or in electronic format. Amongst other things, “electronic correspondence” refers to correspondence by email or WhatsApp.

Seller: the private company with limited liability Plomp Mineral Services B.V., having its registered office in Spijkerweg, the Netherlands, and registered in the business register maintained by the Chamber of Commerce under Number 18130572.

Conditions: these General terms and conditions of sale of the Seller.

Articles 7: Force Majeure

1. The Seller shall be entitled to avoid performing its obligations under its Agreement due to Force Majeure, for the period within which the Seller is required to fulfill its obligations shall be extended. In this case the Seller shall be relieved of all liability for any delay or non-compliance due to the situation of Force Majeure. The Seller shall inform the Buyer of a Force Majeure situation as soon as possible.

2. Where a situation of Force Majeure persists for longer than (2) consecutive months or where it is established that it will persist for more than two (2) months, either party shall be entitled to break the Agreement by means of a notice to this effect. Nevertheless, the Seller shall be entitled to invoice the Buyer for part of the Agreement that has already been executed.

3. The Seller reserves the right to terminate the Agreement without prior notice. In the event of such termination, the Buyer shall pay the Seller all costs, damages and interest earned by the Seller from the time of the default until the date of payment.
3. Failure of the Buyer to comply with the latest REACH regulations, CLP Regulation and GHS Regulation (which compliance the Seller is not obliged to check), shall exempt the Seller from any and all liability. The Buyer shall indemnify the Seller against all claims, actions, costs, losses, damages or expenses or other matters arising out of or in connection with such non-compliance.

**Article 9: Liability and indemnification**

1. The Seller shall not be liable for any loss suffered by a Buyer or any other party except insofar as such loss is the direct result of a deliberate act or omission, or wilful recklessness on the part of the Seller.

2. In any event the Seller shall only be liable for a direct loss. Under no circumstances shall the Seller be liable for any indirect loss, such as consequential loss, loss due to a delay, loss of profit or turnover, or loss due to work-related sickness.

3. Subject to the provisions of the foregoing clauses, the Seller’s liability towards the Buyer and/or any other party shall in all cases be confined to the sum that is disbursed pursuant to the Seller’s liability insurance. Insofar as the insurer does not proceed with such disbursement for any reason whatsoever, the Seller’s liability towards the Buyer or any other party shall in all cases be confined to the net principal sum for which the Seller has invoked the Buyer in respect of the relevant delivery or to which the parties have agreed with each other.

4. In all cases in which the Seller has a right to invoke these provisions each of its employees that may be held liable may likewise invoke these provisions.

5. Except to the extent of the liability of the Seller as expressly set out herein, the Buyer shall indemnify the Seller against all claims, actions, costs, losses, damages or expenses or other matters arising out of or in connection with the Products.

**Article 10: Suspension and dissolution/termination**

1. In the event that the Buyer fails to comply with any obligation towards the Seller, or should the Seller be reasonably entitled to anticipate that the Buyer will fail to comply with any obligation towards the Seller, the latter shall be entitled to suspend compliance (or further compliance) with its obligations under the relevant Agreement by means of a Written notice to this effect without the Seller having a duty to provide any other form of compensation and without prejudice to its other rights.

2. Subject to the provisions of Article 10.1, in such a case the Seller shall be entitled to cancel all or part of the relevant Agreement with immediate effect by means of a Written notice to this effect in the absence of any notice of default or judicial intervention and without the Seller having a duty to pay any compensation or to honour any guarantee subject to the Seller’s other rights.

3. If the Buyer:
   - is declared insolvent/bankrupt, becomes subject to the Debt Rescheduling (Natural Persons) Act, itself requests that it be declared insolvent/bankrupt or be granted a suspension of payments or that it become subject to the Debt Rescheduling (Natural Persons) Act, or assigns its estate/assets, or an attachment is made against all or part of its assets;
   - is placed under guardianship or otherwise loses the power to dispose of all or part of its assets;
   - discontinues or transfers its business or a portion thereof, including transferring its business to a company to be incorporated or already existing, or changes the objects of its business;
   - dies;
   - does not, does not timely and/or does not properly fulfil any obligation it has under the law, the Agreement or Conditions;

the Seller shall be entitled to dissolve and terminate the Agreement with the Buyer in whole or in part through written notice with immediate effect, without any notice of default or court intervention being required and without prejudice to the Seller’s other rights.

**Article 11: Disputes and governing law**

1. All other, these Conditions, an Agreement and the legal relationship ensuing between the Seller and a Buyer pursuant to same shall be governed solely by the United Nations Convention on Contracts for the International Sale of Goods (the “Vienna Sales Convention”) and the law of the Netherlands.

2. Any dispute which may arise pursuant to an Agreement between the Seller and a Buyer or which is directly or indirectly related to same, shall only be brought before a competent court judge in the District Court of Zeeland and West Brabant, having its seat in Breda, the Netherlands.