

GENERAL TERMS OF BUSINESS

1st Scope

1. The general terms of business hereby apply to all transactions that may be carried out with the assistance of Blue Chem.
2. Blue Chem may change these trade terms at all times and with immediate effects, after informing the client in writing.
3. The client is committed to the trade terms that are in force on the date Blue Chem accepts the order.
4. Any additional conditions that may be established between Blue Chem and the client are only valid if mentioned in the written document signed by who legally obligates Blue Chem.

2nd Order format

1. The orders for goods must be made in written form.
2. The orders are only considered formally accepted after written confirmation from Blue Chem.
3. The information and the specifications about the goods' size, density, quantity or price referred by the client in its order are merely informative.

3rd Price

1. The retail prices are referred in the price list in force. For this purpose, the prices indicated in the written budget issued to the client may also be considered valid.
2. The prices may suffer changes prior to delivery, in case Blue Chem faces an eventual increase in the costs for the implementation of the contract including, but not limited, to any increase in labour or material costs, or in either insurance costs or changes in the exchange rates.
3. The prices indicated in the Blue Chem lists do not include VAT.

4th Delivery conditions

1. The purchased goods shall be delivered at the Blue Chem facilities or at the client's facilities, depending on the agreement settled by both parties.
2. In the first option the transport is at the client's own risk; in the second option it is at Blue Chem's own risk, except if the parties agree otherwise.
3. The delivery date will be indicated by Blue Chem and it refers to the delivery of the goods at the settled location.
4. The date mentioned above is merely indicative, therefore the delivery on a later date does not imply any default from Blue Chem, which is not liable for any resulting loss.
5. The clients shall check the goods upon delivery.
6. Provided that the goods delivered to the client do not correspond to the order, such non conformity shall be mentioned in the delivery order returned to the carrier.
7. The signature in the delivery order, free from any reservation, constitutes evidence that the goods have been accepted, and it confirms that the goods were not damaged and respected the order's quality specifications.
8. Failure to collect the goods beyond a 14-day deadline confers Blue Chem the right to cancel the client's order.

5th Method of payment

1. The goods will be invoiced on the date of delivery, and the invoice shall be paid within the deadline agreed by the parties.
2. Failure to observe time-limits for payment indicated in the previous paragraph brings interest charges at the legal rate, in addition to the amount in debt, from the due date up until the actual payment date.
3. Blue Chem may refuse to complete any order if the client owes any money or if the client's economic situation reveals itself as unsatisfactory.

6th Partial orders

When the orders comprise partial deliveries where the goods are sent to the client on different dates, each partial delivery shall be faced as an isolated purchase and so Blue Chem may claim, when applicable, the default corresponding to each of the deliveries and consequently cancel the following ones.

7th Packaging

1. Except for the IBC's, it is considered that all wrapped goods are supplied in a regime of disposable packages, thus it is the client's responsibility to recycle the packages according to the laws in force;
2. Blue Chem accepts the recovery of IBC's used by the client provided that the following conditions are cumulatively met:
 - a) the IBC has been used with the same product;
 - b) the IBC is in a good preservation and cleaning condition;
 - c) the recovery of an empty IBC happens simultaneously with the supply of a full IBC, and the it is the client's responsibility to guarantee, in its own interest, that the tradeoff actually happens.

8th Order change and/or cancellation

The client commits to, in addition to the price paid for the goods, reimburse Blue Chem for all the expenses and costs supported as a result of:

- a) Change, decided by the client, in the goods' specification;
- b) Cancellation, decided by the client, of any contract or order;
- c) Non-acceptance of goods.

9th Ownership reservation

1. The goods are supplied with total ownership reservation until all the obligations and payments due by the client are fulfilled, including the payment of all trade bills and cheques handed by the client to pay the price; the goods belong to Blue Chem until all the referred payments are concluded.
2. Blue Chem's right to ownership reservation is neither affected nor terminated when the goods are transferred, resold or transformed.

10th Responsibility

1. All the supplied goods will have the quality and the characteristics defined in the corresponding technical information or, in case such information does not exist, in the corresponding normal market standards for identical goods; notwithstanding, it does not offer any warranty for its use, business capacity or adequacy to any specific use defined by the client.
2. In particular, Blue Chem does not guarantee that the goods are fit for any specific process that the client intends to apply, whether it is indicated or not in the order.

11th Breach of duty by the seller

1. Blue Chem is not liable for the non-delivery, delay or damages caused by force majeure reasons.
2. If Blue Chem is kept from meeting the goods delivery date due to force majeure reasons, it shall choose to either notify the client in writing about the termination of the obligation to deliver the goods or to postpone the goods delivery date, no later than three months counting on the notification date onwards.
3. Whatever the situation is referred in no. 1, Blue Chem is not liable for any loss the client may suffer.
4. In case Blue Chem chooses to postpone the delivery date, as referred in no. 2, the client may, within 5 (five) days after the reception of the compulsory notification and always before the date settled for the goods delivery, choose to cancel the order at stake.
5. It is considered force majeure: acts of God, wars, hostilities, civil conflicts, governmental restrictions, strikes, as well as any other act from any other nature out of Blue Chem's control.

12th Complaints

The quantitative complaints shall be indicated in the permit (Delivery Order) to be returned to the carrier.

The qualitative complaints shall be reported no later than a month after the date of the corresponding invoice.

13th Procedure in case of malfunctions

In case the client identifies any malfunction in the goods, the following instructions shall be followed:

- a) Inform Blue Chem, in writing, of the identified anomaly;
- b) Do not use the goods;
- c) If the complaint is well grounded, Blue Chem will issue a credit note for the value corresponding to the defective good. The client cannot deduce any value to upcoming payments without having received the referred document.

14th Legislation

The current contract is written under Portuguese law. Any invalidity or unenforceability in a paragraph or clause of the general terms of business does not jeopardise the validity of the remaining paragraphs or clauses.

15th Jurisdiction

For the settlement of disputes arising from the contract or from the business relations established by the parties, the only single jurisdiction belongs to the city of Vila Nova de Famalicão, in Portugal, excluding all the remaining ones.