

GENERAL TERMS AND CONDITIONS OF THE PRIVATE LIMITED COMPANY SYNTIX LUBRICANTS B.V.

Article 1 General

1. Syntix Lubricants B.V. is listed in the Trade Register of the Chamber of Commerce under file number 56538820. Syntix Lubricants B.V. operates in both the wholesale and retail markets. Syntix Lubricants B.V. trades a variety of products with the trade name Syntix, a registered trademark. Syntix Lubricants B.V. is an e-commerce enterprise that trades primarily via its website. Syntix Lubricants B.V. is an enterprise whose activities include developing the wholesale and retail trade in oils, lubricants and related articles, the wholesale trade in mineral oil products (not fuels) and, furthermore, the trade in car parts and accessories.

2. In these general terms and conditions, Syntix Lubricants B.V. will be referred to as 'Syntix B.V.' The counterparty will be referred to as the 'counterparty'. Syntix B.V. is entitled to amend these terms and conditions at any time. If the general terms and conditions are changed, Syntix B.V. will notify the counterparty of the change in writing.

3. These terms and conditions apply to both consumers and counterparties that are either legal persons or natural persons acting in a professional or commercial capacity. Where a specific provision is intended for one group only, this exclusivity of application is expressly stated.

Article 2 Applicability

1. The general terms and conditions apply to all offers made by Syntix B.V., to the exclusion of all other general terms and conditions. By placing an order with Syntix B.V. or accepting an offer from Syntix B.V., the counterparty accepts the applicability of these general terms and conditions.

2. Deviations from the general terms and conditions are allowed only with the express written permission of Syntix B.V.

3. On entering into the agreement, these general terms and conditions will be delivered to the counterparty in the manner prescribed by law. These general terms and conditions have been published on the website(s) of Syntix B.V. (including www.syntix.nl / www.syntix.com)/ www.syntix.eu www.syntix.de / www.syntix.fr, etc.) and will be sent to the counterparty on request.

4. If the agreement is concluded remotely by electronic means, the text of these terms and conditions will be made available electronically to the counterparty in such a way that the counterparty will be able to save them easily on a permanent data carrier. An agreement that is concluded remotely by electronic means refers to the purchase of any product by the counterparty in the webshop via the website, the placement of an order by the counterparty by e-mail or the placement of an order by the counterparty using an application designed by Syntix B.V. installed on a smartphone, tablet or other such device. The websites and applications of Syntix B.V. have been designed so that a purchase can take place only after the counterparty has agreed to the general terms and conditions.

5. In the event that, in addition to these terms and conditions, specific product or service conditions also apply, the paragraphs above apply *mutatis mutandis* and, if there is a conflict between these general terms and conditions and the product or service conditions, the counterparty may always invoke application of the most favourable provisions.

Article 3 *Offers and prices*

1. All offers are free of obligation unless indicated otherwise in writing. Syntix B.V. is entitled to modify, withdraw or revoke an obligation-free offer up to five working days following acceptance of the offer by the counterparty, even if a term of acceptance is specified in the offer. Offers are always made on the condition that the products in question are available. No rights may be derived from publicity statements by Syntix B.V.
2. Syntix B.V. bases its offers on information supplied or to be supplied by the counterparty and works on the assumption that this information is accurate, also if the information originates from third parties. The counterparty guarantees that such information is accurate.
3. The specified prices are exclusive of administration costs, transport or shipping costs, packaging costs and insurance costs, unless expressly indicated otherwise. If, following the submission of the offer but before the actual delivery, a price-increasing circumstance occurs that is beyond the control of Syntix B.V., such as price rises in the international oil market, legislative or regulatory amendments, rises in exchange rates and rises in transport costs or shipping costs, Syntix B.V. is entitled to charge on the price increase to the counterparty, unless such an increase violates mandatory legislation. In the latter case, Syntix B.V. has the right to cancel the agreement.
4. The prices of the products on the website are specified both exclusive and inclusive of VAT, but exclusive of all other levies and charges imposed by the government or otherwise.

Article 4 *Special provisions regarding remote purchases by consumers*

1. If the counterparty is a consumer and the agreement is formed either electronically or by telephone, the statutory provisions of Book 7 of the Netherlands Civil Code, Section 9A, apply. This means that the consumer has the right to object. Therefore, if the counterparty is a consumer and the agreement is formed electronically or by telephone, the counterparty has the right, within seven days following receipt of the product, to dissolve the agreement with Syntix B.V. without giving reasons. Notice of dissolution must be in writing and can (also) be sent by e-mail to the e-mail address provided by Syntix B.V. on its website: customerservice@syntix.com
2. During the cooling-off period, the consumer will treat the product and the packaging with due care. The largest part of Syntix B.V.'s range of products is made up of liquid consumer products such as oil and lubricant. The consumer has the right to return the product only if the packaging and the product are in undamaged condition. If the consumer exercises his or her right of revocation, the consumer will return the product with all supplied accessories and – if reasonably possible – in the original condition and packaging to Syntix B.V. in accordance with the instructions provided or to be provided by Syntix B.V.
3. If dissolution takes place before Syntix B.V. has delivered the product but the purchase price has already been paid, Syntix will refund the purchase price to the consumer's bank account within no more than thirty days following receipt of the notice of dissolution.
4. If dissolution takes place after the product has been delivered by Syntix B.V. and the purchase price has been paid, Syntix B.V. will refund the purchase price no more than thirty days after receipt of the notification of dissolution. The consumer is obliged to return the delivered product at his or her own expense within thirty days after sending the notice of dissolution. The product must be returned to Syntix B.V., De Valkenberg 1D, 6301 PM Valkenburg (Lb), The Netherlands. If the product is not returned, the consumer remains liable to pay the purchase price, plus statutory interest and extrajudicial collection costs in the event the consumer is in default of payment.

5. The provisions in the previous clauses of this article apply only to the products in Syntix B.V.'s range that have not been produced in accordance with the specifications of the consumer, or products that Syntix B.V. has supplied that are of a personal nature.

6. The provisions in this article therefore do not apply to legal persons or natural persons acting in a professional or commercial capacity.

Article 5 Delivery, terms and risk

1. Delivery will take place at the address specified by the counterparty. The counterparty must ensure that possession is taken of the product at the agreed place. If the product cannot be delivered because an incorrect address has been supplied, or no one is present at the agreed delivery address and there is no other possibility to deliver the product, or because of another omission on the part of the counterparty resulting in additional costs (e.g. storage and transport costs), the counterparty is obliged to compensate Syntix B.V. for these costs.

2. Syntix B.V. will fulfil received and accepted orders without delay. However, terms of delivery stated in communications are never to be considered firm deadlines and are only indicative, unless expressly agreed otherwise. If the delivery takes longer than 30 days after the agreement has been concluded, the counterparty is entitled to dissolve the agreement without any requirement to pay Syntix B.V. compensation, unless a term of delivery exceeding 30 days has been agreed and unless there is a situation of force majeure as referred to in Article 6 below. Any payment already received by Syntix B.V. will be refunded within 30 days.

3. In the case of orders of large quantities, Syntix B.V. is entitled to make delivery in parts.

4. Syntix B.V. will always make every effort to make delivery on the desired delivery date. Should Syntix B.V. miss a term of delivery for any reason, Syntix B.V. cannot be held liable for any direct or indirect damage that the counterparty suffers as a consequence. In any event, the liability of Syntix B.V. is always limited to a maximum of the value of the product delivered and its subsidiary liability is always limited to a maximum of the amount its liability insurance pays out in such cases (also see Article 8 below).

5. Syntix B.V. engages third parties for the transport and delivery of the product. The costs of those third parties are for the account of the counterparty, unless otherwise agreed. The risk of damage to and loss of the product passes to the counterparty at the moment of delivery to the counterparty. If the product is lost or damaged after an attempt is made to deliver the product but, owing to a circumstance not attributable to Syntix B.V., it is not delivered, the risk of damage to and loss of the product passes to the counterparty at the moment that delivery would have taken place in accordance with the agreement.

Article 6 Counterparty's obligations

1. The counterparty is obliged to grant all cooperation free of charge and in good time that Syntix B.V. believes it requires in order to fulfil the agreement, failing which Syntix B.V. is entitled to suspend its obligations vis-à-vis the counterparty until such time as the counterparty fulfils its obligations.

2. The counterparty guarantees the accuracy and completeness of information made available by or on behalf of the counterparty, even if that information originates from third parties. The counterparty is

obliged to inform Syntix B.V. in writing immediately regarding facts and circumstances that may be relevant to the fulfilment of the agreement.

3. In the event that the counterparty submits a claim for damages to Syntix B.V. on the grounds of, for example, an attributable failure to comply with the agreement, the counterparty is obliged on request to grant Syntix B.V. full cooperation in order to allow Syntix to establish whether it is liable for the damage suffered and to ascertain the extended of the damage suffered. In the foregoing sentence Syntix B.V. is alluding to situations where, for example, the counterparty claims that the engine of a vehicle has been damaged through the use of a product of Syntix B.V. Since damage to engines can have many causes, the counterparty must make the vehicle available for inspection by Syntix B.V. upon request and furthermore provide Syntix B.V. with a sample of its product.

4. Before using the product, the counterparty is obliged to verify whether the product is suitable for the use to which the counterparty wishes to put it.

5. If the counterparty suffers any kind of damage or incurs costs as a result of not fulfilling any obligation in this article, that damage/those costs are for the account of the counterparty.

Section 7 Force majeure

1. Syntix B.V. is not obliged to fulfil any obligations arising from the agreement with the counterparty in the event of force majeure. Such is considered to have arisen if Syntix B.V. is prevented from fulfilling its obligations as a result of all external causes, foreseen and unforeseen, that are beyond the control of Syntix B.V., such as war, rebellion, riots, wilful damage, fire, natural disaster, strikes and/or work interruptions, disruptions to the Internet, disruptions in energy or material supplies, non-delivery or late delivery of products by suppliers, limited or no availability of raw materials/semi-finished products/auxiliary material/packaging/transportation equipment, government measures and impediments to import and export.

2. In such cases, Syntix B.V. is entitled to suspend the fulfilment of its obligations arising from the agreement for as long as the event of force majeure lasts. If fulfilment remains impossible or the temporary event of force majeure lasts longer than three months, both parties are entitled to dissolve the agreement in writing.

3. If Syntix B.V. has already delivered products at the time the event of force majeure began, Syntix B.V. is entitled to payment for those products.

Article 8 Liability of Syntix B.V.

1. In the case of damage to the counterparty that is the result of one or more attributable failures on the part of Syntix B.V., the latter is only liable if Syntix B.V. has been given written notice of default and is offered a reasonable term in which to fulfil its obligations.

2. Syntix B.V. is liable only for direct loss or damage. Syntix B.V. is not liable for indirect loss or damage, such as consequential damage, loss of income, loss of hours of labour, loss of potential savings, loss of data, and damage through business stagnation.

3. The liability of Syntix B.V. is limited to compensation of direct damage up to a maximum of the value of the product delivered to the counterparty. The liability of Syntix B.V. is in any case always limited to the amount its liability insurer pays out in such cases, plus the amount of the excess.

4. Article 5 (3) of these terms and conditions stipulates that the counterparty, in the case of a claim for damages against Syntix B.V. or its insurer, is obliged to cooperate in the manner set out in that article. It is essential for Syntix B.V. and its insurer that they are able to form an independent opinion of its liability, the nature of the damage and the degree of the damage. If the counterparty fails to provide Syntix B.V., or its insurer, with an opportunity to assess the damage itself or has already repaired the damage before Syntix B.V. has been able to inspect it, the right to compensation lapses.

5. Third parties engaged by Syntix B.V. may also derive rights from the limitations to liability included in this article: these third parties may directly invoke such limitation of liability.

Article 9 *Payment of the invoice*

1. Syntix B.V. trades via its webshop. Payment can therefore be effected through the payment providers designated by Syntix B.V. and indicated on the website. Following receipt of the payment, Syntix B.V. will deliver the products in accordance with the relevant provisions.

2. If payment by bank transfer has been agreed, the payment must always be transferred to one of the bank account numbers specified on Syntix B.V.'s invoice within 14 days of the invoice date.

3. If the counterparty fails to make payment on time, Syntix B.V. will send the counterparty a reminder affording it an opportunity to fulfil its payment obligations within a term of 14 days. If the counterparty fails to pay after that term has expired, the counterparty will be liable to pay extrajudicial costs in accordance with the graduated scale of the Dutch Standardisation of Collection Costs Act:

Principal up to	Applicable percentage	Maximum
€ 2,500	15% of the principal	€ 375 (min. € 40)
€ 5,000	€ 375 + 10% of (principal minus € 2,500)	€ 625
€ 10,000	€ 625 + 5% of (principal minus € 5,000)	€ 875
€ 200,000	€ 875 + 1% of (principal minus € 10,000)	€ 2,775
Above € 200,000	€ 2,775 + 0.5% of (principal minus € 200,000)	€ 6,775

4. After the expiry of the term referred to in paragraph 3 above, counterparties who are also consumers are liable to pay the statutory interest on the principal and the extrajudicial collection costs.

5. Counterparties that are legal persons or natural persons acting in a professional or commercial capacity are liable to pay the commercial interest rate on the principal and the collection costs as of the expiry date(s) of the invoice. For these counterparties, a minimum of € 75 excl. VAT applies for the extrajudicial collection costs.

6. As long as Syntix B.V. has not received complete payment of its invoices, it is entitled to suspend all obligations it has vis-à-vis the counterparty without the counterparty being entitled to any compensation for damages.

7. Counterparties that are legal persons or natural persons acting in a professional or commercial capacity are obliged to pay the invoices of Syntix B.V. without delay and in full; they are not entitled to any right of offsetting in respect of any claim against Syntix B.V. In the case of large orders, Syntix B.V. is entitled to demand that the counterparty provide security to cover the full extent of the claim, or in any case furnish an amount that Syntix B.V. considers necessary and desirable.

8. If Syntix B.V. succeeds wholly or partially in legal proceedings against a counterparty that is a legal person or a natural person acting in a professional or commercial capacity, that counterparty is obliged to pay the actual legal costs arising from those proceedings in addition to the costs awarded by the court.

Article 10 The right of recovery and prescription

1. Immediately following delivery, the counterparty is obliged to verify that the product delivered conforms to the product ordered. The counterparty must therefore inspect whether the delivered item conforms to what the parties agreed, both in terms of quality and quantity.

2. If the counterparty is also a consumer and he or she discovers that the product does not conform to the agreement, the consumer must report this within two months of discovering the nonconformity. Syntix B.V. will deal with the complaint immediately and arrange the replacement or repair of the item in consultation with the consumer provided the complaint is well founded. The consumer undertakes to grant all reasonable and necessary cooperation in respect of the replacement or repair. If the consumer fails to provide this cooperation, he or she forfeits any right to repair or replacement or any form of compensation for damages if the repair or replacement does not result in the desired solution. If it is established that the item supplied does not conform to the agreement, Syntix B.V. will, at its discretion, repair the defect within a reasonable term or replace the defective item, after it has been returned to Syntix B.V., or reimburse the counterparty.

3. If a counterparty that is a legal person or a natural person acting in a professional or commercial capacity claims that product does not conform to what was agreed, the counterparty must report such within 14 days of the delivery of the product. The counterparty must provide Syntix with an opportunity to investigate the complaint and grant Syntix B.V. all the cooperation it desires to the extent that such cooperation is reasonably necessary to assess the complaint. If the counterparty fails to cooperate, the right of repair, replacement or compensation lapses. If it is established that the item supplied does not conform to the agreement, Syntix B.V. will, at its discretion, repair the defect within a reasonable term or replace the defective item, after it has been returned to Syntix B.V., or reimburse the counterparty.

4. If a counterparty that is a legal person or a natural person acting in a professional or commercial capacity is of the opinion that the quality of the product delivered by Syntix B.V. falls short of expectations, the counterparty must notify Syntix B.V. of this no later than twenty-four hours after delivery or otherwise forfeit the right to repair, replacement or compensation by Syntix B.V. If the delivered quantity of a (bulk) product varies by ten per cent or less from the agreed quantity, Syntix B.V. must be deemed as having fulfilled its obligation to deliver.

5. If the counterparty determines that the product is unsatisfactory, the counterparty will refrain from any continued use/consumption of the product following this determination. If the product, despite the fault, continues to be used and as a result causes damage to goods of the counterparty or third parties (e.g. lubricant in a car), Syntix B.V. cannot be held liable for the consequences of any such damage suffered.

7. Complaints about invoices can be submitted within 14 working days after the invoice date. If no complaint is received within that term, Syntix B.V. will consider the counterparty to be in agreement with the invoice.

8. All legal measures as a result of attributable non-compliance with the provisions of the agreement lapse two years after discovery of the failure/non-compliance on the part of Syntix B.V.

Article 11 Dissolution

1. Syntix B.V. is entitled to dissolve any agreement with the counterparty in writing without the counterparty being entitled to receive any compensation from Syntix B.V. if the counterparty is declared bankrupt, applies for a (provisional) moratorium, the Dutch Debt Management (Natural Persons) Act is invoked, an attachment is made on any of the counterparty's assets, or the counterparty is placed under administration or otherwise loses the power of disposal of its assets, unless the receiver, administrator or liquidator declares its willingness to fulfil the obligations under the agreement in full.

2. In the case of dissolution, the counterparty is liable to compensate any loss or damage that Syntix B.V. suffers as a result thereof.

Article 12 Retention of title and right of pledge

1. All products delivered to the counterparty remain the property of Syntix B.V. or its supplier until the invoices on which the agreement in question is based have been paid, plus any interest and costs incurred by the counterparty for late payment. The counterparty is entitled to sell or pledge the product or otherwise dispose of the product as the owner/proprietor only after Syntix B.V. has received payment accordingly.

2. If the counterparty fails to fulfil, any obligation to Syntix B.V. or fails to fulfil it punctually or correctly, even following notice of default, Syntix B.V. is entitled to do everything necessary to recover the goods that fall under the retention of title. If an attachment is made to the counterparty's assets, a (provisional) moratorium is granted or bankruptcy is declared, the counterparty will immediately inform the receiver, administrator and creditors and their authorised representatives of Syntix B.V.'s property rights.

Article 13 Intellectual Property Rights

1. The counterparty will respect the intellectual property rights of Syntix B.V. If the counterparty wishes to resell the products of Syntix B.V., it undertakes not to make any changes whatsoever to the trade name and the brand and, furthermore, not to change the specifications of the product. Products must be resold in the original packaging, without any change to the product or contents.

2. If the counterparty makes any changes to the product delivered by Syntix B.V. by, for example, mixing the product with another product, even if this second product is similar, the counterparty is prohibited from selling the product with the brand/logo, trade name and specifications with which the product was supplied.

Article 14 Complaints procedure

Syntix B.V. has a complaints procedure and handles complaints in accordance with this procedure. Complaints with respect to the fulfilment of the agreement must be submitted to Syntix B.V. in good time and contain a full and clear description of the complaint after the counterparty has observed the defects or the cause of the complaint has occurred. Complaints will be answered within a term of 14 days calculated from the date of receipt, provided the provisions of clause 2 have been met. Syntix B.V. will always send confirmation that it has received the complaint. If the time required to process a complaint is expected to be longer, Syntix B.V. will send a response within a term of 14 days indicating when the consumer or entrepreneur can expect a more detailed answer.

Article 15 Applicable law and competent court

1. All agreements are governed by Dutch law. If the agreement has been formed with a consumer from a country other than the Netherlands that is a member of the European Union, these general terms and conditions are not intended to offer that consumer less protection than the consumer is entitled to under international private law.
2. The applicability of the Vienna Sales Convention is expressly excluded.
3. The District Court of Maastricht has exclusive jurisdiction to hear disputes with a counterparty that is a legal person or a natural person acting in a professional or commercial capacity. The District Court designated by the EU Council Regulation is authorised to hear disputes with consumers.