

## **Conditions The International Foundation for Chemical Logistics (IFCL)**

### **Article 1. General.**

1. These terms and conditions apply to any offer, quotation, and agreement between The International Foundation for Chemical Logistics (IFCL) (and all their websites), hereinafter referred to as "IFCL", and a Client to which IFCL has applied these terms, insofar as these terms and conditions Not explicitly and in writing by the parties.
2. The present terms and conditions shall also apply to agreements with IFCL for the execution of which third parties must be involved by IFCL.
3. The applicability of any purchases or other terms of the Client is expressly rejected.
4. If one or more provisions in these Terms and Conditions are at all times partially or invalid, or in any event, it shall remain fully applicable in these General Terms and Conditions. IFCL and the Client will then consult with a view to agreeing new provisions replacing the null or void provisions, with as much as possible complying with the purpose and purpose of the original provisions.

### **Article 2. Confidentiality, execution, and registration.**

1. IFCL has the right to make certain activities by third parties. The applicability of Article 7: 404, 7: 407 paragraphs 2 and 7: 409 of the Civil Code is expressly excluded.
2. The Client shall ensure that all data, of which IFCL indicates that they are necessary or whose Client reasonably should understand that they are necessary for the performance of the Agreement, shall be provided to IFCL in good time
3. After registration for an account, you will receive an email confirmation by e-mail. This will make your registration final.

### **Article 3. Payment and collection costs.**

2. The invoice amount must, unless otherwise agreed, have been transferred within the stipulated payment period.
3. In case of late payment, you are in default of default. In addition to legal interest, you also owe extrajudicial costs, without prejudice to the right of IFCL to charge the costs actually incurred.
4. In the event of non-timely payment, IFCL is entitled to terminate the agreement out of court and to recover any damages arising from this dissolution.

### **Article 4. Force majeure.**

1. IFCL is not obliged to comply with any obligation to the Client if he is hampered by a circumstance that is not due to debt, neither under law nor in law, or in terms of traffic comes.
2. Force majeure is understood in these terms and conditions, in addition to what is understood by law and jurisprudence, to provide all of the outbreaks, or non-provision, of which IFCL cannot influence, but by which IFCL is unable to fulfil its obligations to come. IFCL also has the right to appeal to force majeure if the circumstance that prevents (further) compliance with the agreement occurs after IFCL has been required to fulfil its commitment.
3. During the period of force majeure, IFCL may suspend the obligations of the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to compensation for damage to the other party.

### **Article 5. Liability.**

1. If IFCL should be liable, then this liability is limited to what is governed by this provision.
2. IFCL is not liable for any damage whatsoever arising from the fact that IFCL assumed incorrect and / or incomplete data provided by or on behalf of the Client.
3. If IFCL should be liable for any damage, IFCL's liability is limited to a maximum of one-time invoice value of an invoice, at least to that part of the contract covered by the liability.
4. IFCL is solely responsible for direct damage.
5. Under direct damage, only the reasonable costs for determining the cause and extent of the damage, in so far as the determination relates to damage within the meaning of these terms and conditions, made possible reasonable costs for the defective performance of IFCL. To answer the agreement as much as they can be attributed to IFCL and reasonable costs incurred to prevent or limit damage, insofar as the Client shows that these costs have resulted in the limitation of direct damage as provided for in these terms and conditions. IFCL is never liable for indirect damages, including consequential damages, loss of profits, missed savings and damage due to company stagnation.

### **Article 6. Indemnification.**

2. The Client indemnifies IFCL for any third-party claims that, in connection with the performance of the agreement, suffer damage and the cause of which is attributable to other than IFCL. Should IFCL be used by third parties for this purpose, then the Client is obliged to assist IFCL both outside and in law and without delay doing anything that may be expected of him. Should the Client fail to take appropriate action, then IFCL shall be entitled to do so without notice. All costs and damages incurred by IFCL and third parties will be fully and indirectly at the expense of the Client.

### **Article 7. Applicable law and disputes.**

- All legal relationships with which IFCL is a party is governed exclusively by Dutch law.