



# STANDARD TERMS AND CONDITIONS OF SALE

## ENI BENELUX BV

### 1. GENERAL

1. These Standard Terms and Conditions apply to all tenders, quotes, transactions and agreements between Eni Benelux B.V. ("Eni Benelux") and the Customer ("Customer") to which these Terms and Conditions apply by notice, insofar as the parties have not made any specific written agreements to the contrary.

2. These Terms and Conditions shall also apply to any agreements with Eni Benelux that are executed with the assistance of third-parties.

3. These Standard Terms and Conditions shall prevail over any terms and conditions put forward by the Customer at any time.

4. If at any time any provision set out in these Standard Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law, that shall not affect or impair the legality, validity or enforceability of the other provisions in these Standard Terms and Conditions. Should such circumstances arise, Eni Benelux and the Customer shall use all reasonable endeavours to replace the illegal, invalid or unenforceable provision by a valid provision that best approximates the purpose and intent of the original provision.

5. In the event of any ambiguity in the interpretation of one or more provisions of these Standard Terms and Conditions, such provisions shall be interpreted 'in the spirit' of the provisions.

6. Any circumstances arising between the parties which are not provided for in these Standard Terms and Conditions shall be considered in the spirit of these Standard Terms and Conditions.

7. If at any time Eni Benelux does not require strict compliance with these Terms and Conditions, this shall not imply that the provisions in question are inapplicable or that Eni Benelux in any way waives the right to otherwise require strict compliance with the provisions of these Terms and Conditions in other cases.

### 2. QUOTES AND TENDERS

1. All quotes and tenders by Eni Benelux are non-binding, unless a term of acceptance is stipulated in the quote. A quote or tender shall cease to be valid if the product which was the subject of the quote or tender is no longer available.

2. Eni Benelux cannot be bound by its quotes or tenders if the Customer can reasonably understand that the quotes or tenders or any part thereof contain an obvious mistake or clerical error.

3. Unless provided otherwise, the prices stated in a quote or tender are exclusive of VAT and other government-imposed levies, any of any costs incurred in the context of the agreement, including shipping charges and administrative expenses.

4. Where the acceptance derogates (whether on subordinate points or otherwise) from the offer in the quote or tender, it shall not be binding upon Eni Benelux. As such, the agreement shall not come into existence in accordance with this derogating acceptance, unless indicated otherwise by Eni Benelux.

5. A composite bid price shall not oblige Eni Benelux to perform part of the agreement at a pro rata price commensurate with that part of the bid. Quotes or tenders shall not apply automatically to future orders.

6. The Customer is required to carefully check the order confirmation sent by Eni Benelux sales department and to immediately inform Eni Benelux sales

department of any errors detected. In case of no reply, it will be assumed that the order is confirmed and in line with the Customer's expectation. Eni Benelux shall not be responsible for overlooked and/or unreported mistakes and consequently will reject any related possible future claim.

### 3. DELIVERY

1. Unless expressly agreed otherwise, delivery shall take place Delivery Duty Paid (as set forth in Incoterms 2010). In the event of a conflict between these Standard Terms and Condition and Incoterms 2010, these Standard Terms and Conditions shall apply. The risk of loss, damage or reduction in value shall pass to the Customer at the time the goods are delivered to the control of the Customer.

2. The delivery date quoted by Eni Benelux is based on the circumstances at Eni Benelux at the time the contract is agreed. Eni Benelux shall make every effort to comply with the delivery date, however, failure to deliver on time shall not entitle the Customer to demand additional or substitute compensation or to fail in the obligations arising from this Agreement or these Standard Terms and Conditions. However, insofar as the failure to provide timely delivery is the result of a circumstance which can be attributed to Eni Benelux, the Customer shall be entitled to rescind the Agreement by means of a written statement, if and insofar as after the aforementioned failure to deliver Eni Benelux still fails to deliver the goods within a reasonable delivery period agreed in writing with the Customer. The aforementioned reasonable delivery period shall not be less than three weeks. The Customer shall only be entitled to cancel or terminate the part of the Agreement affected by the late delivery.

3. Delivery periods will be extended by the length of time that the execution of the Agreement is delayed due to force majeure. They shall also be extended by the length of time that the Customer is late in the fulfilment of any obligation under these Terms and Conditions than is agreed to or could reasonably be expected by Eni Benelux.

Eni Benelux may deliver the goods in separate instalments and each separate instalment shall constitute a separate contract with respect to the applicability of these Terms and Conditions. The industrial or intellectual property rights to or in connection with the delivered goods and/or services shall rest with Eni Benelux or with third-party title owners and shall never be transferred to the Customer.

### 4. SUSPENSION, DISSOLUTION AND PREMATURE TERMINATION OF THE AGREEMENT

1. Eni Benelux shall be authorized to suspend fulfilment of its obligations or dissolve the Agreement if:

- the Customer fails to comply with its obligations under the Agreement or comply with its obligations completely or promptly;

- after the Agreement is concluded, User becomes aware of circumstances which give good reason to fear that the Customer will not comply with its obligations;

- the Customer is requested at the time the Agreement is concluded to provide security for the fulfilment of its obligations under the Agreement and this security is not forthcoming or is inadequate;

- If due to delays on the part of the Customer, User can no longer be required to perform the Agreement under the

originally agreed conditions, Eni Benelux shall be entitled to dissolve the Agreement.

2. Furthermore, Eni Benelux shall have the right to dissolve the Agreement if circumstances arise, the nature of which precludes compliance with the Agreement or if other circumstances arise, the nature of which is such that Eni Benelux cannot reasonably be required to leave the Agreement unaltered.

3. Should the Agreement be dissolved, any claims Eni Benelux has on the Customer shall become immediately exigible. Should Eni Benelux suspend compliance with its obligations, it shall retain the entitlements conferred upon it by law and/or the Agreement.

4. Should Eni Benelux suspend or terminate the Agreement, it shall be under no obligation whatsoever to pay compensation for damages arising therefrom in any way.

5. If dissolution can be attributed to the Customer, Eni Benelux shall be entitled to compensation for damages, which shall be understood to include the costs, arising directly or indirectly as a result.

6. Should the Customer fail to comply with its obligations under the Agreement, and such failure warrants dissolution, Eni Benelux shall be entitled to terminate the Agreement forthwith and with immediate effect without any obligation to pay any form of compensation or reimbursement; whereas the Customer shall be obliged, on the grounds of imputable failure, to pay compensation or reimbursement.

7. Should the Agreement be terminated prematurely by Eni Benelux, Eni Benelux shall be responsible for transferring unfinished work, in consultation with the Customer, to third parties. The foregoing shall not apply if termination is attributable to the Customer. Where the transfer of work by Eni Benelux results in additional costs, such costs shall be charged to the Customer. The Customer shall be obliged to pay these costs within the stipulated period, unless indicated otherwise by Eni Benelux.

8. In the event of liquidation, or where a suspension of payments is applied for or granted or bankruptcy is filed for or declared, or in the event that an attachment is levied against the Customer - if and insofar as the attachment is not lifted within three months - or of debt rescheduling or any other circumstances which prevent the Customer from freely disposing of its assets, Eni Benelux shall be free to terminate the Agreement forthwith and with immediate effect or to cancel the order or Agreement without any obligation on Eni Benelux to pay any form of compensation or reimbursement. Any claims Eni Benelux may have on the Customer shall become immediately exigible.

9. Where the Customer cancels all or part of a placed order, the goods ordered or prepared for such an order, plus any costs incurred in the transport and delivery thereof and any man-hours reserved for the performance of the Agreement shall be charged in their entirety to the Customer.

### 5. CREDITWORTHINESS

Prior to and/or during the term of the Agreement, Eni Benelux shall have the right to have the creditworthiness and/or payment history of the Customer investigated by an external agency, and if circumstances so warrant to require the securities referred to in Article 4.1.

### 6. FORCE MAJEURE



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1. If Eni Benelux is unable to meet its obligations as a result of force majeure, said obligations shall be suspended for so long as the force majeure event continues. Where the contract has not yet been performed, whether in whole or in part, as a result of force majeure and if such force majeure events have continued for three months or more, either party may dissolve the contract in writing in full or in part without any obligation on the part of Eni Benelux to pay compensation for damages.

2. Eni Benelux shall have the right to invoke force majeure if performance of the agreement is delayed or prevented, in whole or in part, either temporarily or permanently, by any cause that is reasonably beyond the control of Eni Benelux, including but not limited to: site or building blockades, lightning strike, floods, exceptional weather conditions, fire, war, epidemic illness among Eni Benelux personnel, terrorist acts, acts by local or national governments or other competent authorities, planned and wildcat strikes, selective strikes or work to regulate acts, delayed delivery of goods or services (including but not limited to parts, components and ingredients) ordered by Eni Benelux from third parties, accidents and interruptions of business operations.

### 7. PRICES

All prices quoted in the invoices are exclusive of VAT. Prices are based on the circumstances that prevail for Eni Benelux at the time the offer is submitted to the Customer. In the event that these circumstances change (e.g. due to an increase in the price of raw materials, materials, wages, shortages, purchase prices, processing costs, government measures, etc.), Eni Benelux shall be entitled to pass on the costs resulting from this price change to the Customer. Additional transport costs resulting from emergencies or express deliveries, including emergencies resulting from weather conditions, shall be borne by the Customer.

### 8. PAYMENT AND COLLECTION COSTS

1. Payment shall be effected within the agreed term, calculated from the invoice date, in a manner to be specified by Eni Benelux and in the currency invoiced, unless indicated otherwise in writing by Eni Benelux. Eni Benelux shall have the right to invoice periodically.

2. Where the Customer remains in default of timely payment of an invoice, the Customer shall be ipso jure in default, as a result of which the Customer shall, pursuant to Section 6:119a of the Dutch Civil Code, owe statutory commercial interest together with 10 percent on the outstanding invoice amount as from the date on which payment fell due. Interest over the exigible amount shall be calculated from the time that the Customer becomes in default until such time as payment of the amount owed is received in full.

3. Eni Benelux shall have the right to allocate any payments made by the Customer in the first instance to settle costs, and thereafter any outstanding interest and finally the principal sum and accruing interest.

4. Without thereby being in default, Eni Benelux may refuse an offer for payment if the Customer indicates a different sequence for allocation of the payment. Eni Benelux may refuse payment in full of the principal sum if outstanding and accruing interest and collection costs are not paid simultaneously.

5. In no circumstances shall the Customer be entitled to set-off its debts to Eni Benelux.

6. Complaints about the amount of an invoice shall not serve to suspend payment obligations. If the Customer is not permitted to invoke Section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code), it shall not be entitled to suspend payment of an invoice for any other reason.

7. Where the Customer fails to comply or comply punctually with its obligations, all costs reasonably incurred in the extrajudicial collection of payment shall be charged to the Customer. Extrajudicial costs are calculated on the basis of normal practice within the Dutch debt collection sector. Where Eni Benelux incurs higher collection costs which can reasonably be deemed necessary, however, the costs actually incurred shall be eligible for payment. Any judicial and enforcement costs incurred shall also be charged to the Customer. The Customer shall also owe interest on the payable collection costs.

### 9. RETENTION OF TITLE

1. All goods delivered by Eni Benelux pursuant to the Agreement shall remain the property of Eni Benelux until the Customer has fulfilled all obligations arising from the agreement(s) with Eni Benelux.

2. Goods delivered by Eni Benelux which fall under the retention of title in accordance with paragraph 1 of this Article may not be sold on and may in no circumstances be used as a means of payment. The Customer is not authorized to pledge or otherwise encumber goods covered by the retention of title.

3. The Customer shall do everything that can reasonably be expected of it to secure Eni Benelux's right of ownership.

4. Where an attachment is levied by third parties on goods delivered under retention of title or where third parties wish to establish or enforce rights thereto, the Customer shall be obliged to duly notify Eni Benelux thereof without undue delay.

5. The Customer undertakes to take out and maintain insurance for all goods delivered under retention of title against fire, explosion and water damage and theft, and to present the insurance policy to Eni Benelux for inspection upon demand. Eni Benelux shall be entitled to any payments made under the insurance policy. To the extent that it is necessary, the Customer hereby warrants, represents and undertakes to Eni Benelux that it will lend its cooperation to anything which may prove necessary or desirable in this context.

6. Should Eni Benelux wish to exercise its ownership rights as described in this Article, the Customer hereby grants in advance its unconditional and irrevocable consent to Eni Benelux and third parties designated by Eni Benelux to enter any premises where the Eni Benelux property may be located and to recover such property.

### 10. COMPLAINTS

1. The Customer shall be obliged to inspect the delivered goods promptly after they have been delivered and the work concerned after it has been carried out. Such inspection by the Customer shall include an inspection to determine whether quality and/or quantity correspond to what was agreed and meet the relevant requirements as agreed by the parties including Customer's obligation mentioned in article 2.6. of these Standard Terms and

Conditions. Any visible defects shall be notified to Eni Benelux in writing within seven days of delivery. Any non-visible defects shall be notified to Eni Benelux in writing immediately after their discovery and in any event within fourteen days of discovery. The notification shall contain as detailed a description as possible of the defect so as to allow Eni Benelux to respond appropriately. The Customer shall afford Eni Benelux the opportunity to investigate the complaint lodged.

2. Timely lodging of a complaint shall not entitle the Customer to suspend its payment obligations. In such circumstances, the Customer shall continue to be bound to take up and pay for any other ordered goods.

3. Where a defect is notified later, the Customer shall no longer be entitled to repair, replacement or compensation.

4. Where it is established that goods are defective and a complaint was submitted in a timely manner, Eni Benelux shall, at its discretion, repair or arrange for replacement of the defective item within a reasonable time after its return or, if return of the item is not reasonably possible, after written notification of the defect by the Customer, or pay compensation to the Customer. Where the item is replaced, the Customer shall be obliged to return the replaced item to Eni Benelux and to transfer title to Eni Benelux, unless Eni Benelux indicates otherwise.

5. Where it is established that a complaint is unfounded, any resulting costs incurred by Eni Benelux, including the costs of investigation, shall be borne in full by the Customer.

### 11. LIABILITY

1. Except as required by mandatory provisions of the law, Eni Benelux shall not under any circumstances (except in case of gross negligence or willful misconduct by Eni Benelux itself) be liable for any loss suffered by the Customer or by third parties. In no event will Eni Benelux be liable for any indirect loss which: (i) is not the result of the goods supplied by Eni Benelux physically damaging the property of the Customer, or (ii) arises out of bodily injury to persons, pain and suffering, loss of profits or environmental damage. Eni Benelux's liability towards the Customer for whatever reason is in any event limited per event to the contract price of the goods or services that gave rise to the loss (excluding VAT). The Customer shall indemnify Eni Benelux and hold Eni Benelux harmless against all third-party claims for reimbursement of losses, costs or interest in connection with or as a result of the use of the goods.

2. Any claims against Eni Benelux, except those acknowledged by Eni Benelux, shall become time barred after twelve (12) months from the time the claim arose.

3. Circumstances which limit, exclude or establish liability and which can be invoked against Eni Benelux by suppliers or subcontractors of Eni Benelux in connection with the goods delivered can also be invoked by Eni Benelux against the Customer.

4. Employees of Eni Benelux or any independent contractor brought in by Eni Benelux to assist in the execution of the agreement can rely upon any defenses



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against the Customer which may be available to them under the agreement as though they themselves are party to this agreement.

5. With respect to the goods to be delivered, the Customer shall strictly observe the national and international governmental export, import and user restrictions. It shall indemnify and hold harmless Eni Benelux against any loss suffered by Eni Benelux as a result of violation of these restrictions.

### **12. ADMINISTRATIVE CLAUSE**

In reference to the performance of the activities under this Contract, the Customer hereby acknowledges that it has read and understood the contents of the document "Principles of Model 231" drafted by Eni Benelux in accordance with the legislation in force regarding the administrative liability of legal entities for offences committed by their directors, employees and/or agents. In this respect, said document has been made available to Customers on the Eni Benelux website [www.enibenelux.com](http://www.enibenelux.com). A copy of the document can also be requested directly from Eni Benelux.

### **13. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

These Standard Terms and Conditions, all agreements with the Customer and any claims arising in connection therewith (including but not limited to claims for tort) or related thereto shall be governed by and construed in accordance with the laws of the Netherlands. Neither the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (in Dutch: "Weens Koopverdrag") nor any future international regulations regarding the purchase of moveable property, which can be rendered void by the parties, shall apply to such agreements. Any disputes at any time arising out of or in connection with these Standard Terms and Conditions or any agreement between Eni Benelux and the Customer shall be submitted to the exclusive jurisdiction of the competent court in Rotterdam, however, Eni Benelux shall at all times have the right to submit claims against the Customer, simultaneously or otherwise, to the court with jurisdiction over the Customer's place of residence or registered office.

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