

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY VLAMBOOG B.V.

### Clause 1: General

- These general terms and conditions shall apply to all quotations, offers, sales, handovers, deliveries, services, agreements and all associated activities and transactions of Vlamboog B.V. and affiliated companies and third parties that it engages (jointly referred to as: the "seller"), issued to, concluded with and/or carried out by the other party concerned (hereinafter referred to as: the "other party"). In these terms and conditions "goods" shall also be taken to mean "services". These general terms and conditions shall also apply to all factual and legal relationships between the seller and the other party in connection with the use of the seller's websites.
- By accepting offers, placing orders and entering into agreements with the seller (including accepting the seller's goods), the other party accepts that it is bound to and shall act in accordance with these general terms and conditions. Companies affiliated to the seller and the third parties it engages can invoke these terms and conditions against the other party.
- The seller will only make quotations and will only enter into agreements (under which it supplies goods) to which only these general terms and conditions apply. Other general terms and conditions (of other parties) are explicitly rejected by the seller and delivery of goods by the seller shall not mean that the seller has accepted (the use of) terms and conditions other than its own, or that these shall apply.

### Clause 2: Orders

- All offers from the seller are without obligation, unless a deadline for acceptance is contained therein. Offers shall expire four weeks after the offer date. An offer shall also expire if the goods to which it relates becomes unavailable in the meantime.
- Price lists, brochures and other information provided with a quotation are given as accurately as possible, but should only be used for information purposes - no rights can be derived from these.
- If the other party has placed an order with the seller in writing (including by fax, e-mail or other electronic means), this is irrevocable.
- An agreement between the seller and the other party shall only come into effect once the seller has accepted the orders or instructions and any special arrangements in writing, or after the seller has started dispatch or performance of the goods. In the latter case dispatch or performance does not mean that the conditions set by the other party for that delivery or performance have been accepted, except inasmuch as these relate to the quantity and identification of the goods concerned. If an order confirmation differs from the other party's order, the other party must report this, immediately after dispatch of the order confirmation; failure to do so shall result in the order confirmation being binding.
- The seller has the right to reject an order or to charge a surcharge if the value of that order is not at least equal to the minimum order value of EUR 25. The seller also has the right to deliver the order first if the minimum order value of EUR 25 is reached.
- Orders issued electronically shall be binding on the other party without the need for the seller's confirmation.
- Any additions or changes shall only be binding on the seller if these have been confirmed in writing by the seller.

### Clause 3: Prices

- The seller expressly reserves the right to amend prices prior to an order (including, but not limited to, situations where this is required on the grounds of any (statutory) rules or amendments thereto (e.g. changes in taxes, import or export rates and import and export duties) or if the seller's suppliers make price changes). Furthermore, the seller is at all times permitted to amend prices if this is the result of changes that have nothing to do with the seller (such as, but not limited to, price amendments made by the manufacturer/importer, and/or exchange rate fluctuations and/or national or supranational rules) and show a change of more than 5%. Unless otherwise agreed, the prices shall apply to delivery of goods ex-works from the seller and are exclusive of VAT. Additional costs, including but not limited to costs of packaging and advance payments for freight charges shall be charged to the other party separately.

### Clause 4: Delivery and risk

- The delivery term starts on the date of confirmation of the order. If the payment has been agreed in advance, or by means of a deposit, then the delivery term shall start after receipt of full payment or deposit.
- Delivery terms are not regarded as deadlines unless otherwise agreed in writing. In the event that the term is exceeded the other party cannot make any claim against the seller for damages, nor demand dissolution of the agreement. In the event of a late delivery the seller shall only be in default after written notice to that effect.
- Force majeure shall be taken to mean - without prejudice to what is understood in any case by the term in law and case law - any circumstance independent of the will of the seller, which permanently or temporarily prevents compliance with the agreement, e.g. war and threat of war, riots, full or partial mobilisation, strikes, lack of raw materials, stagnation in the supply of goods by suppliers, unforeseen circumstances within the business, transport difficulties, import and export restrictions, frost, fire, epidemics, natural and other disasters and/or other unforeseen hindrances that, inter alia, render the manufacture or transportation of the goods wholly or partially impossible. The terms of this clause shall also apply if the circumstances in question affect factories, suppliers or other traders from whom the seller buys goods or services.
- If the seller is affected by the above force majeure from complying with the agreement, it is entitled - without legal intervention if it so chooses - either to suspend the performance until the circumstance leading to the force majeure has ceased to exist, or to dissolve the agreement in whole or in part without legal intervention, without being obliged to pay damages.
- The seller has a choice in the method of transport of the goods to be delivered unless the other party or a third party engaged by the other party collects the goods itself from the seller's warehouse. The risk in respect of the goods shall transfer to the other party at the moment of delivery to the other party or a third party engaged by the other party.
- The seller is entitled to make part-deliveries.
- The other party has an obligation to take up the goods. As soon as the seller has told the other party that the goods are ready to be taken up with the seller, the other party, irrespective of the agreed method of transport, is obliged to take them up within the shortest possible reasonable timescale. If the seller delivers or has someone deliver the goods, the other party must arrange for them to be unloaded on site as soon as possible. If the goods have not been taken up by the other party by the expiry of the delivery term,

they shall be stored at the other party's risk and expense. After four weeks the seller is entitled to sell the goods. Any lower proceeds and costs incurred are chargeable to the other party, without prejudice to any other rights of the seller.

### Clause 5: Retention of title

- All goods delivered or to be delivered by the seller shall remain the property of the seller until the moment the other party has fully complied with all of its payment obligations in respect of the goods. If the seller does work for the other party in the context of the purchase agreement, the retained title shall also apply until the other party has paid all debts associated with the work. The retained title also applies to any claim that the seller may acquire against the other party on account of a breach by the other party of one or more of its obligations towards the seller.
- The other party is obliged within reasonable limits to give its assistance to all measures that the seller wishes to take to protect the goods that are handed over and/or its proprietary rights.
- If third parties wish to levy attachment on the goods handed over under retention of title or wish to establish or enforce rights on them, the other party is obliged to notify the seller of this immediately, in writing.
- The other party is not authorised to encumber the goods covered by retention of title with any right, or to sell these or make them available in any way to third parties. As long as the delivered goods are covered by retention of title, the other party is solely authorised to treat or process the delivered goods in the normal operation of its business. The other party is not authorised to pledge or encumber the goods covered by retention of title, in any other way. After treatment or processing of the goods in question the seller will become owner or co-owner of the goods made from, or partly made from the goods and the other party shall automatically keep these goods for the seller.
- If the seller, notwithstanding the terms of the previous paragraph, does not obtain title to the goods made by the other party, the other party shall, at first request from the seller, give any required assistance needed to establish a pledge - non-possessory or otherwise and where appropriate also vested in other rights holders - on the goods concerned, on behalf of the seller.
- The seller is irrevocably authorised, without notice of default being required, to take back the goods delivered under retention of title by removing these from the place they are located, if the other party fails to comply with its payment obligations or if the seller has good grounds to fear that the other party shall fail to comply with its obligations and is not in a position to provide appropriate security.
- In the event of goods that have been delivered by the seller being taken back, the purchase price will be credited to the other party. The seller is entitled to reduce the amount to be credited with an amount of its choosing, which is equal to its costs and loss, without prejudice to any further or other rights of the seller to compensation.

### Clause 6: Returns

- Other parties are entitled to return certain goods delivered by the seller within fourteen calendar days of delivery on submission of a copy of the purchase invoice or the packing slip. This shall not apply:
  - to goods that are not part of the seller's standard stock in its warehouse or which were made or custom-made by the seller for the other party;
  - if the seller has bought the specific item from a third party solely at the request of the other party;
  - if the goods have an expiration date of six months or less and those goods are not returned within the aforementioned fourteen days;
  - if the seller has expressly excluded returning the goods;
  - if the goods have been warehoused by the other party (i.e. in any way set up, installed or put to use).
- Goods will only be taken back if they are returned to the seller at the designated address within the deadline stipulated in clause 1 unused, undamaged, in the original packaging and at the other party's expense. Samples and test products will only be taken back with the consent of and in consultation with the seller.
- If goods are returned, the purchase price will be credited to other party. The seller is entitled to reduce the amount to be credited by an amount to be determined by the seller alone, equal to the costs and damages it incurs from the returns.
- The seller will only accept the returned goods if and insofar as it has agreed to the return in advance (by giving the other party a return order number) and if the goods are handed over at the address to be given by the seller, in the original packaging and in the condition in which they were delivered by the seller. Any costs of assembly or dismantling will be borne by the other party.
- Goods received by the seller will not be taken back after the term referred to in clause 6.1, unless there are circumstances as referred to under the guarantee provision in clause 7.
- During the period that the other party has possession of an item that is to be returned, the other party is obliged to look after the item with due care.

### Clause 7: Guarantees, inspection, own risk

- The goods to be delivered by the seller meet the reasonable current and customary quality requirements for normal use and which can be reasonably imposed on these at the time of delivery. The seller shall only be responsible for specific quality requirements or specific quality standards of products that it has produced or modified insofar as these requirements or standards are expressly agreed by the seller explicitly in writing. Minor anomalies and differences in quality, colour, size or finish, which are commercially the norm or technically unavoidable, and reduction in quality due to normal wear and tear shall not constitute defects.
- The seller shall never guarantee, even if the other party has been provided with a sample of the delivered item, that the delivered item is fit for the purpose for which the other party wishes to use or process the delivered item. The other party must itself verify whether its use is fit for purpose and meets the requirements set. The seller can set other guarantee and other terms in respect of the goods to be delivered or work to be carried out. Any notice from the seller does not release the other party from its own responsibility to inspect the goods and/or to verify that an item is fit for purpose and meets the requirements.
- The seller can - in respect of the guarantee referred to in clause 7.1 - agree a specific deadline with the other party in which the guarantee referred to in clause 7.1 is valid. In the event that the goods delivered by the seller goods have come from, or are produced

by, third parties, then the seller's guarantee is limited to the guarantee provided by the third parties for the item, unless otherwise stated.

4. Any form of guarantee shall expire if there is any defect that has arisen as a result of or is stemming from:
  - a. incorrect or imprudent use of an item, including use of an item contrary to the directions for use or other relevant instruction;
  - b. imperfections arising from or resulting from circumstances over which the seller cannot exert any influence, such as imperfections in the item that do not have their origin in the production and/or delivery of the product, or arising or resulting from external causes, including lightning strike, fire, flood and other weather conditions (for example, but not limited to, extreme rainfall or temperatures);
  - c. unusual use of the item, as a result of which the item shows abnormal and/or excessive signs of wear and tear;
  - d. injudicious or improper use of the item or use after the expiration date, incorrect storage or maintenance by the other party and/or third parties, including if the other party or third parties have made modifications to the item or have tried to do so, have attached to it other items that should not be attached to it or if these were processed or treated in other than the prescribed manner, without consent in writing from the seller.
5. The other party is obliged to inspect the delivered item, or to have it inspected, immediately the goods are placed at its disposal or the relevant work is carried out. In so doing the other party must check whether the quality and/or quantity of the delivered item corresponds to what was agreed and meets the requirements that the parties agreed in that respect. Any visible defects should be reported to the seller in writing within seven calendar days. Any invisible defects should be reported to the seller immediately, and certainly within fourteen calendar days of their discovery. The report must contain as detailed a description of the defect as possible, so that the seller is able to respond appropriately. The other party must send in the consignment note or packing list on which the defects (snags) are indicated. The other party must give the seller the opportunity to investigate any complaint, or to have it investigated.
6. The seller will only accept the returned goods if and insofar as it has agreed to the return in advance (by giving the other party a return order number) and if the goods are handed over at the address to be given by the seller, in the original packaging and in the condition in which they were delivered by the seller. Any costs of assembly or dismantling will be borne by the other party.
7. If it is established that an item is faulty and the other party has returned the relevant goods in time, then the seller shall - within a reasonable period after receipt of the return, or if return is not reasonably an option, after notice in writing from the other party, relating to the faulty item - at the seller's discretion, (i) replace it with another, similar item, (ii) arrange to repair it or (iii) credit the other party with the purchase price paid, in which case the agreement shall be deemed dissolved where it relates to the faulty performance. In the event of replacement the other party is obliged to return the replaced item to the seller and to give ownership of it to the seller, unless the seller states otherwise.
8. If the other party has returned the goods in time, this does not suspend its payment obligation. In that case the other party also remains obliged to buy and pay for the other goods ordered and for subsequent part-deliveries that are part of the same order.
9. If a defect is reported after the deadlines quoted in this clause, then the other party shall no longer have a right to repair, replacement or compensation as referred to in clause 7.7. The rights of the other party shall then become null and void.
10. If it is established that a complaint is unfounded, then the costs incurred as a result, including costs of inspection on the part of the seller, shall be fully chargeable to the other party.
11. At the end of the guarantee term all costs of repair or recovery, including administration, dispatch and call-out charges, shall be charged to the other party.
12. In derogation of the statutory limitation periods, the limitation period for all claims and defences against the seller and third parties involved by the seller in the performance of an agreement, shall be one year.

#### Clause 8: Liability

1. The seller's liability (i) under the agreement, including liability for failure to deliver goods (on time) or defects in the delivered item, or (ii) on other grounds for loss or damage in whatever form, is limited to the net invoice value of the goods in question, and, if the whole invoice does not only relate to those goods, to that part of the invoice to which the liability relates.
2. The seller's liability is in any case always limited to the amount that the seller receives from its liability insurer in connection with the faulty performance. The seller is not liable for loss or damage for which the other party is insured.
3. The seller is exclusively liable for direct losses. Direct losses shall be taken exclusively to mean the reasonable costs involved in establishing the cause and the extent of the losses (to the extent this relates to losses within the meaning of these terms and conditions), possible reasonable costs incurred in order to rectify the seller's faulty performance so that it meets the terms of the agreement, where this can be attributed to the seller, and reasonable costs incurred in preventing or limiting losses, where the other party demonstrates that these costs have led to a limiting of direct losses within the meaning of these general terms and conditions.
4. The seller shall never be liable for indirect losses, including loss due to delay, loss of turnover and profit, consequential loss, lost savings and loss due to business stagnation.
5. The other party is at all times personally obliged to check the validity of information (including the information provided by the seller) and of the goods for their intended use. The seller shall never be liable for loss or damage of any kind, which have arisen because the seller has been assuming incorrect and/or incomplete information provided by or on behalf of the other party. The seller is not responsible for verifying the accuracy or completeness of information supplied by and/or made accessible by the other party or its representatives. The seller shall never be liable for loss or damage arising from advice, recommendations, calculations or other information regarding the goods, given by telephone or otherwise.
6. The seller shall not be liable for loss or damage of any kind as a consequence of delay, damage, injury or non-compliance with the seller's obligations caused by circumstances beyond its control.
7. The other party shall indemnify the seller against all claims from third parties relating to the delivered goods and/or services, including claims from subordinates of the other party and of third parties engaged by the other party.
8. The seller shall not be liable for loss or damage that occurs with the other party (including its subordinates), the third parties engaged by the other party, or its buyers, as a result of failure to (properly) follow the instructions, standards and authorisation rules provided by

the seller (or its suppliers) or failure to comply with the applicable rules, or if the delivered goods are used in a way that breaches the applicable rules.

9. The seller shall not be able to invoke the limitations to its liability as referred to in this clause if and insofar as the loss or damage is the result of an intentional act or omission or deliberate recklessness on the part of the seller.

#### Clause 9: Dissolution; suspension

1. The seller is authorised to dissolve an agreement with the other party extra-judicially, by means of a written statement to the other party, or to suspend the performance of its obligations under the agreement, all without creating any right to compensation for the other party, if the implementation of the agreement in respect of the seller is hindered or hampered as a result of, inter alia, the following circumstances:
  - a. business interruption or interruption of operations of any kind, where this interruption has arisen as a result of circumstances not reasonably attributable to the seller;
  - b. delayed or late supply by the seller's supplier(s);
  - c. transport difficulties or transport hindrances of any kind, meaning that the transport to or from the seller's company premises is hindered or hampered, where general opinion holds that these difficulties or hindrances are not attributable to the seller;
  - d. in the event that the other party is in default for more than two months;
  - e. in the event that the other party applies for a moratorium on payments, or there has been a request for the other party to be declared bankrupt, or the other party has gone bankrupt;
  - f. in the event that attachment is levied on one or more assets of the other party.
  - g. in the event that, in the reasonable opinion of the seller, the financial status of the other party gives grounds; without prejudice to the seller's right to compensation.

#### Clause 10: Payment

1. If no statement is made to the contrary on the invoice, payment must be made on delivery or by bank transfer into an account nominated by the seller, within 30 calendar days of date of invoice.
2. The seller is at all times entitled, before (further) performance, to demand security from the other party for compliance with its obligations.
3. Any right to suspend performance or right to setoff by the other party is excluded.

#### Clause 11: Interest and charges

1. If payment has not been made within the period referred to in clause 10.1 the other party shall be legally in default (without further notice of default or warning) and from the due date statutory interest plus 2 per cent shall be due on the remaining outstanding balance.
2. Payments made by another party shall always be used in the first place to defray costs, then the interest payable and finally the principal sum and current interest on invoices that have been outstanding the longest, even if the other party states that the payment relates to a subsequent invoice. Invoices with the same date shall be paid in proportional amounts.
3. All costs incurred in establishing liability and in debt collection (including costs of legal assistance) shall be chargeable to the other party, with the extra-judicial costs being at least 15% of the invoice amount (although they may be more). Where the seller is successful in legal proceedings against the other party, the other party is obliged to pay the amounts not awarded to the seller by the courts.

#### Clause 12: Intellectual property rights

1. Intellectual property rights in respect of products, materials and/or services delivered by the seller to other parties or provided in any other way (such as: analyses, designs, documentation, reports, offers, etc.) are vested exclusively in the seller or its suppliers and/or licensors, as applicable. The other party shall only acquire rights of use to the extent that these are expressly assigned to it, all this unless an agreement is made to the contrary by or on behalf of the seller and other parties in writing.
2. Other parties are not permitted to remove or change any reference to copyright or other intellectual property rights on products, materials or services delivered by or on behalf of the seller.

#### Clause 13: General

1. Verbal notices, undertakings or arrangements between the parties have no legal force, unless agreed in writing.
2. Failure on the part of the seller to invoke a right referred to in these general terms and conditions shall not affect the right to still do this, unless the seller expressly states in writing that it agrees not to invoke this right.
3. In the event that a provision or sub-provision of these general terms and conditions is not legally valid or is contrary to the law, this provision or sub-provision shall be regarded as becoming null and void and as having been replaced by a legally valid provision that is as close as possible to the (tenor of the) relevant null and void provision. The other provisions in these general terms and conditions shall in that case remain in force.
4. The seller is at all times entitled to amend these general terms and conditions and shall inform its other parties about any such change by placing a message on its website ([www.vlamboog.nl](http://www.vlamboog.nl)) and by file the new terms and conditions with the district court in Dordrecht. The amended terms and conditions shall automatically apply as of the date of filing with the aforementioned district court.

#### Clause 14: Applicable law and dispute resolution

1. All offers from, orders to and/or agreements with the seller, and these general terms and conditions, are governed exclusively by Dutch law.
2. The Vienna Sales Convention shall not apply.
3. Any disputes that may arise in connection with offers from, orders to and/or agreements with the seller and/or these general terms and conditions shall, if the dispute arises in connection with another party registered in the Netherlands, be submitted to the competent courts in Rotterdam.
4. Any disputes that may arise in connection with offers from, orders to and/or agreements with the seller and/or these general terms and conditions shall, if the dispute arises in connection with another party registered in the Netherlands, be resolved in accordance with the Arbitration Rules of the Dutch Arbitration Institute. The place of arbitration shall be located in the Netherlands. The procedure shall be conducted in Dutch.