

### Article 1. Definitions

- a) In these general terms and conditions the following terms have the following meaning, unless explicitly stated otherwise:
- Seller: the User of these general terms and conditions;  
Buyer: the Seller's opposite party, acting in the course of business or professionally;  
Agreement: the agreement between Seller and buyer.

### Article 2. General

- a) The provisions of these general terms and conditions apply to every offer and every agreement between Seller and Buyer to which Seller has stated these general terms and conditions to apply, insofar as parties have not explicitly derogated in writing from these general terms and conditions.
- b) The present general terms and conditions are also applicable to all agreements with Seller, for the execution of which third parties have to become involved.
- c) General terms and conditions of the Buyer are only applicable if it is explicitly agreed upon in writing that these are, with the exclusion of these general terms and conditions, applicable to the Agreement. In that case any conflicting provisions in the general terms and conditions of Seller and Buyer will only apply, if and insofar as they form part of the terms and conditions of Seller.
- d) If one or more provisions in these general terms and conditions are null and/or void or become voided, the remaining provisions of these general terms and conditions will continue to apply in full. Seller and Buyer will have to consult with each other in order to agree on new provisions to replace the null and/or void or voided provision. In doing so, the purpose and meaning of the void or voided provision will be taken into account as much as possible.
- e) If there is uncertainty regarding the interpretation of one or more provisions of these general terms and condition, then the interpretation must take place 'in the spirit' of these provisions.
- f) If a situation occurs between Seller and Buyer which is not regulated in these general terms and conditions, then this situation must be assessed 'in the spirit' of these general terms and conditions.
- g) If Seller does not desire strict adherence to these general terms and conditions, this does not mean that the provisions thereof are not applicable, or that Seller in any manner whatsoever would lose the right in other cases to desire the strict adherence to the provisions of these general terms and conditions.

### Article 3. Offers and tenders

- a) All offers and tenders of Seller are without obligation, unless a period for acceptance is set out in the offer. An offer or tender lapses if the product to which the offer or the tender relates has become unavailable in the interim.
- b) The offers made by Seller are without obligation; they are valid for fourteen days, unless stated otherwise. Seller is only bound to the offers if the acceptance thereof is confirmed in writing by the Buyer within fourteen days.
- c) If Buyer provides data, drawings etc. to Seller, Seller may presume the correctness thereof and will base its offer thereon.
- d) Delivery dates in offers of the Seller are indicative and upon delay in delivery do not give Buyer the right to termination or compensation, unless explicitly agreed otherwise.
- e) The prices in the offers and tenders mentioned are excluding VAT and other duties by authorities as well as dispatch and any transport and packaging costs, unless explicitly stated otherwise.
- f) If the acceptance (on secondary points) derogates from the supply included in the offer, Seller will not be bound thereto. The Agreement then does not come into effect in accordance with

- this derogating acceptance, unless Seller states otherwise.
- g) A composite quote does not oblige Seller to deliver part of the products included in the tender or offer for a corresponding part of the price given.
- h) Tenders and offers do not apply automatically to repeat orders.
- i) Unless agreed otherwise between Seller and Buyer, each tender is based on execution of the Agreement by the Seller under normal circumstances and during normal working hours.

### Article 4. Execution of the agreement

- a) If the Agreement is entered into in writing, this comes into effect on the day of signing of the Agreement by the Seller, respectively on the day of sending of the written agreement by the Seller.
- b) Contract extras include all that, by the Seller in consultation with the Buyer, whether or not recorded in writing, during the execution of the recorded amounts in the Agreement is delivered and/or presented as activities explicitly recorded in the Agreement performed by him.
- c) Verbal promises by and arrangements with Seller's employees do not bind the Seller, unless and insofar as they are confirmed by Seller in writing.
- d) Seller will execute the agreement to the best of his knowledge and abilities and in accordance with the requirements of good workmanship. All this on the basis of the known state of science.
- e) Seller has the right to have some activities performed by third parties.
- f) The Buyer is responsible for all data of which Seller states that these are necessary or of which Buyer reasonably ought to understand that these are necessary for the execution of the Agreement, to be provided in time to Seller. If the data needed for the execution of the Agreement is not provided in time to Seller, Seller has the right to suspend the execution of the Agreement and/or to charge to the Buyer the extra costs ensuing from the delay in accordance with the usual rates.
- g) Seller is not liable for damage, of whatsoever nature, because Seller has used incorrect and/or incomplete data provided by Buyer, unless this incorrectness or incompleteness ought to be apparent to Seller.
- h) Seller is entitled to execute the Agreement in different stages and to invoice the thus executed part
- i) If the agreement is executed in stages, Seller is entitled suspend the execution of those parts that belong to a following stage until the other party has approved in writing the results of the stage preceding thereto.
- j) If Seller or third parties engaged by Seller in the context of the order perform activities at the location of buyer or a location designated by Buyer, Buyer is responsible, free of charge, for the facilities reasonably desired by seller, third parties and the Buyer indemnifies Seller for possible claims by third parties, who in connection with the execution of the Agreement suffer damage which is attributable to Buyer.
- k) If Seller or third parties engaged by Seller in the context of the order perform activities at the location of buyer or a location designated by Buyer, Buyer is responsible, free of charge, for the facilities reasonably desired by seller, third parties and the Buyer indemnifies Seller for possible claims by third parties, who in connection with the execution of the Agreement suffer damage which is attributable to Buyer.

### Article 5. Delivery

- a) The delivery period starts on the last of the following dates:
- the day of the coming into effect of the Agreement;
  - the day of receipt by the Seller of the records, data, permits and such necessary for the execution of the agreement;
  - the day of compliance with the formalities necessary for the commencement of the activities;
  - the day of receipt by the Seller of that which in accordance with the Agreement must be satisfied in advance payment prior to the commencement of the activities.



- b) Delivery takes place from the warehouse of Seller.
- c) If delivery takes place in the basis of "Incoterms", at the moment of entering into the Agreement, the applicable or most recent "Incoterms" will apply.
- d) Buyer is obliged to take delivery of the products at the moment that Seller delivers these to him, or has it delivered, or as the case may be at the moment at which these are made available to him in accordance with the Agreement.
- e) If Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Seller is entitled to store the products on the account and risk of Buyer.
- f) If the products are delivered Seller is entitled to charge any delivery costs. These will in that case be invoiced separately.
- g) If Seller requires data from the Buyer in the context of execution of the Agreement, the delivery date commences after Buyer has made these available to Seller.
- h) If Seller has given a certain term of delivery, this is indicative. A delivery date given is then also never a final deadline. Except for gross negligence on the part of the Seller, exceeding of the delivery date does not give Buyer a right to wholly or partially terminate the Agreement. Exceeding of the delivery date - through whatever cause - does not give the Buyer a right to, without judicial authorisation, carry out activities or let activities be carried out by third parties in the execution of the Agreement.
- i) The delivery date is based on the applicable working conditions at the time of the entering into the Agreement and on the timely delivery of the materials ordered by the Seller for carrying out of activities. If through no fault of the Seller, delay occurs resulting from alteration of the working conditions mentioned or because materials ordered in time for carrying out of the work are not delivered in time, the delivery date is extended insofar as necessary.
- j) Seller is entitled to deliver the products in parts, unless this has been derogated from in the Agreement or partial delivery has no independent value. Seller is entitled to invoice separately for the deliveries thus made.

## Article 6. Samples and models

- a) If a sample or model has been shown or provided to the Buyer, then the presumption is that it was provided as indication without the products having to conform thereto, unless it is explicitly agreed that the products will correspond thereto.
- b) In case of Agreements with regard to immovable property, the record of the surface area or other measurements and specifications is also intended as indication only, without the products having to conform thereto.
- c) In catalogues, images, drawings, measurement and weight statements and such, the stated data are only binding if and in so far as these are explicitly included in a contract signed by parties or a confirmation of assignment signed by the Seller.

## Article 7. Inspection, complaints

- a) Buyer is bound to inspect (have inspected) the products at the moment of delivery (transfer), but in any event within 24 hours. Buyer has to thereby inspect if quality and quantity of the products corresponds to that which is agreed, or at least fulfil the requirements that apply thereto in the normal course of business.
- b) Any visible defects or shortcomings must be notified in writing to Seller within three days from Non-visible defects or shortcomings must be notified in writing, stating reasons, within 7 days from delivery, in default thereof Seller is entitled not to

deal with complaints in that respect. If Buyer complains he must leave the goods in an unaltered state until Seller has been able to inspect the complaints.

- c) If pursuant to the preceding subsection a complaint is made in time, Buyer continues its obligation to take delivery and pay for the products. If Buyer wishes to return defective products, then this takes place with prior written permission of the Seller in the manner as stated by Seller.
- d) If Buyer does not complain to Seller in writing within 7 days from delivery or delivery of goods, not covered under art. 7 subsection 1, Buyer will be deemed to have accepted the goods.
- e) If it is ascertained that a complaint is unfounded, then the costs arisen through this incurred by Seller, including the inspection costs, will be at the expense of the buyer in its entirety.

## Article 8. Payments, price and costs

- a) If Seller has agreed a fixed sale price with the buyer, the Seller is nevertheless entitled to increase the price in the events as stated hereinafter in this article.
- b) Seller may, among other elements, pass on price increases, if between the times of offer and execution of the Agreement significant price changes have occurred with regard to, for example, exchange rates, wages, raw materials, semi-finished products or packaging materials.
- c) The prices applied by Seller are excluding VAT and any other duties, as well as any costs to be incurred in the context of the Agreement, including dispatch and administration costs, unless stated otherwise.
- d) The Seller is entitled to charge separately for the contract extras performed in the context of the Agreement or written confirmation of assignment, as soon as the amount to be charged is known to Seller. For the calculation of contract extras the rules given in subsection 1, subsection 2 and subsection 3 of this article apply mutatis mutandis.
- e) On goods that are returned by Buyer, in the course of which Seller cannot reasonably be blamed, because Buyer did not provide Seller with information, or with incorrect information or Buyer has ordered incorrectly, 18% of the invoice amount and costs for transport are charged with a minimum of 25.- Euro. Returns consignments are in this case only accepted if the product is returned to Seller within 7 days of delivery, and only if the product and the original packaging are undamaged.

## Article 9. Amendment of the agreement

- a) If during the execution of the Agreement it appears that it is necessary for a proper execution to amend the activities to be performed and/or add to them, parties will in time and in mutual consultation adjust the Agreement accordingly.
- b) If parties agree that the Agreement is amended and/or added to, the point in time of completion of the execution can be influenced by this. Seller will inform the buyer of this as soon as possible.
- c) If the amendment and/or addition to the Agreement have financial and/or qualitative consequences, Seller will inform Buyer about this in advance.
- d) If a fixed rate is agreed Seller will also state to what extent the amendment or addition to the Agreement results in exceeding this fixed rate.
- e) In derogation of this provision, Seller will not be able to charge extra contract costs if the amendment or addition is the result of circumstances which can be attributed to Seller.



## Article 10. Payment

- a) Payment must take place within the agreed payment term, in a manner to be stated by Seller in the currency in which it is invoiced. Seller is entitled to periodically invoice.
- b) If Buyer fails to pay within the agreed period, the Buyer is legally in default. In that case Buyer owes an interest equal to the statutory interest, increased by 3 percentage points. The interest over the amount due and payable will be calculated from the moment that Buyer is in default to the moment of payment of the full amount by Buyer.
- c) In case of liquidation, insolvency, attachment or suspension of payments of the Buyer, the claims of Seller on the Buyer are immediately due and payable.
- d) Seller has the right to apply the payments made by the Buyer in the first place to reduce the costs, thereupon to reduce the interest arrears and finally to reduce the principal sum and the interest accrued.
- e) Seller can, without thereby being in default, refuse an offer to pay, if the Buyer designates a different sequence for the allocation. Seller can refuse payment of the principal sum in full, if the interest arrears and accrued as well as the costs are not also paid thereby.
- f) Objections to the amount of the invoices do not suspend the payment obligation.

## Article 11. Retention of title

- a) All products delivered by Seller, including any designs, sketches, drawings, price overviews, films, software, (electronic) files etc. remain property of Seller until the Buyer has fulfilled all following obligations under all Agreements entered into with Seller.
- b) Products delivered by Seller, that pursuant to the provisions of 1. of this article and subject to retention of title, may only be sold in the context of normal business operations and never be used as a means of payment. The Buyer is not entitled to pledge the products subject to retention of title, or to encumber them in any other way.
- c) The Buyer must always do all that can reasonably be expected of him to secure the ownership rights of Seller.
- d) The Buyer is not allowed to sell goods which are bought from Seller to third parties in sanctioned countries.
- e) If third parties confiscate the delivered products subject to title, or as the case may be want to vest rights thereto or have rights apply, buyer is obliged to inform Seller thereof as soon as reasonably can be expected.
- f) The Buyer is obliged to insure and keep insured the delivered products subject to title against fire, explosions and water damage as well as theft and to give access to the policy of this insurance on first (written) request. In case of any payment by the insurance, Seller is entitled to these monies. Insofar as is necessary Buyer undertakes in advance to provide cooperation towards Seller in all that in that context is necessary or may (appear to) be necessary.
- g) In the case that Seller wants to exercise its ownership rights specified in this article, the Buyer already as of now gives unconditional and irrevocable permission to Seller or to third parties to be designated by Seller to enter all those places where the property of Seller are located and to take these products back.

## Article 12. Guarantee

- a) Seller guarantees that the products to be delivered fulfil the usual requirements and standards that can be set thereto and are free of defects that make application or use of the

- b) products impossible.
- b) The guarantee mentioned under 1. applies during a period of 3 months after delivery.
- c) The Buyer must notify the Seller of the defects within 14 days from having noticed these or reasonably ought to have noticed.
- d) If the products to be delivered do not fulfil these guarantees, Seller will either replace or return the purchase price, at the choice of Seller, within a reasonable period from receipt thereof, or if returning is not reasonably possible, receive written notification regarding the defect by Buyer. In case of replacement, Buyer hereby already binds himself to return the replaced products to Seller and to transfer the ownership to Seller. If it appears that Seller is not able to deliver the products to be replaced, the Buyer cannot hold the Seller liable for any damage resulting in whatsoever form and can at most claim the purchasing costs from Seller.
- e) The guarantee mentioned herein does not apply when the defect has arisen as a result of improper or spurious misuse or when, without written permission from Seller, Buyer or third parties made alterations or as the case may be tried to make alterations to the products or have used these for purposes for which the product is not intended. Inspection of possible defects and the circumstances thereof will be conducted by experts appointed by Seller.
- f) Failure to comply with one of obligations by Buyer releases Seller from its obligations under this article.
- g) If the guarantee provided by Seller concerns a product which was produced by a third party, the guarantee is limited to that guarantee which is provided for this by the producer of the product.

## Article 13. Collection charges

- a) If the Buyer is in omission in the fulfilment of his obligations, all reasonable costs incurred by Seller to obtain payment will be at the expense of the Buyer without the intervention of the court. The extrajudicial costs will be calculated on the basis of what is currently used in the Dutch debt collection service; currently the calculation method in accordance with the Voorwerk II report.
- b) However if Seller has incurred higher costs for collection than reasonably necessary, the actual costs incurred will qualify for payment.
- c) Any judicial and enforcement costs of the seller will also be recovered from the Buyer. The buyer will owe interest over the collection charges.

## Article 14. Suspension and termination

- a) Seller is entitled to suspend the fulfilment of the obligations or to terminate the Agreement, if:
  - i. Buyer does not, or not fully, fulfil the obligations under the agreement.
  - ii. After entering into the Agreement Seller becomes aware of circumstances that give good grounds to fear that the Buyer will not fulfil the obligations. In the event that there are good grounds that the Buyer will only partially or improperly comply, the suspension is only permitted in so far as the shortcoming justifies it.
  - iii. Buyer at entering into the Agreement has been requested to provide security for the fulfilment of his obligations under the Agreement and this security is not forthcoming or insufficient. As soon as security has been provided, the entitlement to suspend lapses, unless this satisfaction is unreasonably delayed by this.
  - iv. Furthermore Seller is entitled to have the Agreement



terminated if circumstances occur which are of such a nature that the execution of the Agreement becomes impossible or according to criteria of reasonableness and fairness can no longer be expected, or as the case may be if external circumstances occur of such a nature that unaltered maintenance of the Agreement may not be expected in all reasonableness.

- b) If the Agreement is terminated the claims of Seller against Buyer are immediately due and payable. If Seller suspends the fulfilment of the obligations, he retains his claims under the law and the Agreement.
- c) Seller always retains its right to claim compensation from Buyer.

## Article 15. Return of products made available

- a) If Seller, in the execution of the Agreement, has made products available to Buyer, Buyer is bound to return the products thus delivered within 14 days in the original state, free of defects and complete. If the Buyer does not fulfil this obligation all costs ensuing from this will be at the expense of Buyer.
- b) If Buyer, for whatever reason, after a demand relating thereto, at a later date continues to be in default of the obligation mentioned under 1., Seller has the right to recover the damage and ensuing costs, including the costs of replacement, from Buyer.

## Article 16. Liability

- a) The liability of the Seller is limited to fulfilment of the guarantee obligations described in article "Guarantees" in these general terms and conditions.
- b) Except for intent or gross negligence on the part of the Seller and except for the provisions of subsection 1 all liability of the Seller, such as for loss of profits, other indirect damage and damage resulting from liability towards third parties, is excluded.
- c) The Seller is accordingly also not liable for:
  - i. infringement of patents, licences or other rights of third parties resulting from use of or due to data provided by Buyer;
  - ii. damage or loss, through whatever cause, of raw materials, semi-finished products, models, tolls and other matters made available by the Buyer.
- d) If the Seller, without receiving the order for installation, provides help or assistance -of whatever nature - at the installation, this takes place at the risk of the Buyer.
- e) The Buyer is bound to indemnify, respectively reimburse, the Seller with respect to all liabilities of third parties for compensation for damage, for which the liability of the Seller is excluded in these general terms and conditions in the relationship with the Buyer.
- f) If Seller is liable for direct damage, then this liability is limited to no more than the amount of the payment to be provided by the Seller's underwriter, or to no more than the net-invoice amount, or that part of the Agreement to which the liability is related. A written refusal by the underwriter concerned regarding the claimed damage constitutes complete evidence.
- g) Fulfilment of the applicable guarantee/complaint obligations and/or payment of the recorded damage by Seller and/or the underwriter(s) of Seller are deemed to be sole and full compensation. For the remainder, Buyer explicitly and fully indemnifies the Seller.

## Article 17. Sanctions and embargoes

- a) The Buyer acknowledges that economic or financial sanctions or embargoes may be imposed and enacted from time to time by the United Nations, European Union, United States of America or other countries and/or institutions ("Sanctions").
- b) The Buyer warrants that it will comply with all applicable Sanctions and that the products received from Seller will not be exported, re-exported, transferred, used or provided directly or indirectly to any country, or legal or natural person in violation of the Sanctions.
- c) The Buyer warrants that, at all times in connection with and throughout the course of the Agreement, the Buyer shall comply with, and shall take adequate measures to ensure that its employees and contractors comply with the Sanctions.
- d) The Buyer shall indemnify and hold the Seller harmless in the event of any loss or damage resulting from a breach or an alleged breach of Sanctions by the Buyer, its employees or contractors. Breach of this article gives Seller the right to terminate any Agreement with Buyer with immediate effect in accordance with article 14.

## Article 18. Risk transfer

- a) The risk of loss of or damage to the products that are subject of the Agreement transfers to Buyer at the time at which these are legally and/or factually delivered to Buyer and therewith are brought into the control of Buyer or of third parties to be appointed by Buyer.

## Article 19. Force majeure

- a) Parties are not bound to the fulfilment of any obligation, if they are prevented thereto as a result of circumstances not attributable to negligence, and neither according to the law, a legal act or according to generally accepted standards are on their account.
- b) Force majeure in these general terms and conditions includes in addition to that which has been defined in the law and jurisprudence, all external causes, foreseen or unforeseen, on which Seller cannot exercise influence, but through which Seller is unable to fulfil its obligations. Industrial actions in the company of Seller are included in this. Seller also has the right to invoke force majeure, if the circumstances that prevent (further) fulfilment, occurs after Seller ought to have fulfilled his obligation.
- c) Seller and Buyer can during the period the force majeure continues, suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to terminate the Agreement, without obligation to compensation of damage to the other party.
- d) What has already been performed pursuant to the Agreement at the moment of termination will then be settled proportionately, without the parties owing each other anything.

## Article 20. Indemnities

- a) Buyer indemnifies Seller for possible claims by third parties, who in connection with the execution of the Agreement suffer damage and of which the cause is attributable to another than to Buyer.
- b) If for that reason a claim is made by third parties against Seller, then Buyer is bound to assist Seller at law and otherwise and promptly do all that may be expected of him in that case. If the Buyer continues to be in default in taking adequate measures, then Seller is, without notice of default,



entitled to proceed thereto himself. All costs and damage on the part of Seller and third parties arisen through this are fully on the account and risk of the Buyer.

## Article 21. Intellectual property and copyright

- a) Without prejudice to the other provisions of these general terms and conditions Seller retains the rights and entitlements which are vested in Seller on the basis of the Copyright Act.
- b) Buyer is not permitted to make changes to the products, unless from the nature of the delivery follows otherwise or is otherwise agreed upon in writing.
- c) Any, in the context of the Agreement, by Seller effected designs, sketches, drawings, films, software and other materials or (electronic) files, remain the property of Seller, regardless of whether these are made available to Buyer or to third parties, unless otherwise agreed upon.
- d) All documents provided by Seller, such as designs, sketches, drawings, films, software, (electronic) files etc., are exclusively intended to be used by Buyer and may not without prior written permission from Seller be reproduced by him, published or made known to third parties, unless from the nature of the documents provided it follows otherwise.
- e) Seller retains the right to use the knowledge acquired by carrying out of the activities for different purposes, insofar as no confidential information is made known to third parties hereby.
- f) The offer made by the Seller, as well as the drawings, calculations, software, descriptions, models, tools and such produced or provided by him, remain his property, regardless of whether costs have been charged for this. The information, that in all this is contained or is at the basis of the manufacturing and construction methods, products and such, remains exclusively reserved for the Seller, even if costs have been charged for this. The Buyer warrants that the information referred to, except for the execution of the Agreement, will not be copied, shown to third parties, made known or used other than with the prior written permission of the Seller.

## Article 22. Non-disclosure

- a) Both parties are bound by confidentiality of all confidential information that they, in the context of the Agreement, acquire from each other or from another source. Information is considered confidential if this has been stated by a party, or if this follows from the nature of the information.
- b) If, on the basis of a statutory provision or a judicial decision, Seller is bound to provide confidential information to third parties appointed by the law or the competent court, and Seller cannot in that respect rely on a legal or a right permitted by the competent court to refuse to give evidence, then Seller is not bound to compensation or reimbursement and the other party is not entitled to terminate the Agreement on the basis of any damage arisen hereby.

## Article 23. Non-takeover staff

- a) The Buyer will, in no manner, except for after proper business-like consultation with Seller has taken place in this respect, take into employment or otherwise, directly or indirectly have work for them, employees of Seller or of companies Seller has relied on for the execution of the Agreement and that are (or have been) involved in the execution of the Agreement during the term of the Agreement as well as one year after termination thereof.

## Article 24. Applicable law and choice of forum

- a) Dutch law is exclusively applicable to all legal relationships to which Seller is party, also if an obligation is wholly or in part fulfilled abroad or if the party involved in the legal relationship has its residence abroad. The applicability of the Vienna Sales Convention is excluded. If "Incoterms" are applicable to the Agreement between Buyer and Seller, the present general terms and conditions take precedence over the "Incoterms".
- b) All disputes relating to the legal relationship between Seller and Buyer to which these general terms and conditions apply, shall only be submitted to the competent court in the district within which seller's registered office is situated, unless provisions of mandatory law prescribe otherwise.

## Article 25. Location and amendment terms and conditions

- a) These term and conditions are filed at the Chamber of Commerce office in Breda.
- b) The latest filed version or the version as it applied at the time of the coming into effect of the Agreement is always applicable.

## ADDITIONAL TERMS AND CONDITIONS FOR DELIVERIES TO CONSUMERS

In case deliveries are ordered by and delivered to natural persons not acting in a professional capacity (in these additional terms and conditions referred to as "Consumer-buyers") the following terms and conditions apply in addition to and, if necessary, contrary to the foregoing provisions.

## Article 26. Offers and tenders

- a) The prices in the offers and tenders addressed to Consumer-buyers are including VAT and other duties by authorities. Dispatch-, transport- and packaging costs are not included unless stated otherwise. These extra costs will be mentioned separately.
- b) Article 6:225, paragraph 2 of the Dutch Civil Code is not applicable.

## Article 27. Inspection, complaints

- a) Consumer-buyer is obliged to inspect the goods delivered immediately after taking delivery. Any defects or shortcomings, both visible and non-visible, must be notified fully and clearly described in writing to Seller within 14 days after discovering the defect. Should Consumer-buyer make a complaint, he is to keep the goods in an unaltered state until Seller has been able to inspect the goods.

## Article 28. Payments, price and costs

- a) The prices applied by Seller are including VAT and any other duties, as well as any costs to be incurred in the context of the Agreement, including dispatch and administration costs, unless stated otherwise.

## Article 29. Payment and debt collection costs

- a) Seller requires payment upon placing the order by the Consumer-buyer. In any case in which Seller allows Consumer-buyer to pay after the moment of delivery, payment shall take place within 14 days after the date of the invoice. If Consumer-buyer does not ensure payment within this term, Seller will send Consumer-buyer a default letter in which payment



will be requested within 14 days after the date of the default letter, upon stating the consequences if Consumer-buyer will again refuse payment. Should Consumer-buyer neglect to pay the outstanding amount within that term, Seller is entitled to charge extrajudicial debt collect costs according to the scheme mentioned in paragraph 2 of this article.

- b) The standard debt collection costs are determined in accordance with the Dutch Debt Collection Costs Decree ("Besluit Incasso Kosten"). These costs are maximum:
- i. 15% of the amount due up to € 2.500,=;
  - ii. 10% of the subsequent amount up to € 5.000,=,
  - iii. 5% of the subsequent amount up to € 5.000,=,
  - iv. 1% of the subsequent amount up to € 190.000,=, and
  - v. 0,5% of the amount remaining, with a maximum of € 6.775,=, and
  - vi. with a minimum of € 40,=.

### Article 30. The right of withdrawal

- a) Unless the Consumer-buyer and Seller entered into an Agreement on Sellers premises, Consumer-buyer has the right to cancel the Agreement for any reason within 14 days from the date the Consumer-buyer receives delivery of the goods ordered.
- b) In case the sale relates to personalized or customized products the Consumer-buyer is, by way of derogation from paragraph 1 of this article, not entitled to cancel the agreement.
- c) To withdraw the Agreement, Consumer-buyer has to inform Seller explicitly about his decision. A notification sent within the period of 14 days is sufficient. Consumer-buyer is to send the goods delivered to him back to Seller. Seller will refund the purchase price (including delivery costs if and as far as charged to Consumer-buyer, unless a way of delivery more expensive than the standard way of delivery was requested by Consumer-buyer) to Consumer-buyer within 14 days after the reception of the notification to withdraw.
- d) Costs for returning the purchased goods are not eligible for reimbursement.
- e) Seller will repay Consumer-buyer in the same way he received the money for the purchase, unless Consumer-buyer explicitly consented to a different payment method.
- f) Consumer-buyer has to return the purchased products as quickly as possible, but in any case not later than fourteen days after the notice to withdraw.
- g) Consumer-buyer will keep the products secure and will take due care of them as long as they are in his possession. Consumer-buyer is responsible for depreciation of the products as far as this is due to the use of the products which is not necessary to determine the nature, characteristics and averging of the product.

### Article 31. Liability

- a) Seller's liability is in any case limited to the amount billed to and paid by Consumer-buyer, unless Seller's liability is caused by Seller's intentional wrongdoing or willful misconduct.
- b) Seller's liability is by any means limited to the obligation to replace any products which are not in conformity with the Agreement between Seller and Consumer-buyer.
- c) Any liability for indirect damages, economic loss, lost profits, expected losses missed (future) trading, reputational damage or loss of goodwill, is excluded.

### Article 32. Disputes

- a) All disputes relating to the legal relationship between Seller and Consumer-buyer to which these terms and conditions apply, shall only be submitted to the competent court in the district in which the Sellers' registered office is situated, unless provisions of mandatory law prescribe otherwise.

