

GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY

Company Information

Company name: the private limited company Refitech B.V.
 Operating under the name: Refitech B.V.
 Also operating under the name: carbonwebshop.nl
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 VAT number: NL.8066.64.605.B01
 Availability: Monday to Friday from 08:00 to 17:00

I Definitions and Applicability

Article 1:

- 1.1 GTC: these general terms and conditions of sale and delivery.
- 1.2 Agreement: any order/contract for purchase and sale and/or for contracting work or any other type of agreement entered into by the supplier with the customer, and all agreements and/or obligations arising from and/or related to it.
- 1.3 Offer: any offer and/or quotation made by the supplier to a (potential) customer.
- 1.4 Supplier: the private limited company Refitech B.V. (KvK 18052319).
- 1.5 Customer: any natural or legal person who enters into an agreement as referred to in paragraph 1.2 with the supplier or receives an offer from the supplier as referred to in paragraph 1.3.
- 1.6 Days: all calendar days.
- 1.7 Complaints: all grievances of the customer regarding the quality or quantity of the delivered goods.
- 1.8 Ex works: the supplier's premises and/or grounds and/or other places where the supplier separates the goods to be delivered and prepares them for shipment.

Article 2:

- 2.1 These GTC apply to all offers, quotations, concluded agreements regarding the performance of work entered into by the supplier, and resulting services, including deliveries even insofar as these involve the performance of services or work or the provision of goods, insofar as the supplier has declared these conditions applicable and insofar as these conditions have not been expressly and in writing deviated from by the parties.
- 2.2 The applicability of any purchasing or other terms and conditions of the customer is expressly rejected, unless the supplier has expressly declared in writing to the customer that the supplier agrees to the applicability of those other conditions. This consent never implies that the customer's conditions also apply to other agreements between the supplier and the customer.
- 2.3 Provisions in these GTC do not apply if and to the extent that mandatory legal provisions prohibit them. If one or more provisions in these GTC are wholly or partially void, the remaining articles shall remain fully applicable. The supplier and customer shall then consult to find a solution in the spirit of these GTC.
- 2.4 If the supplier does not always require strict compliance with these GTC, this does not mean that the provisions are not applicable, or that the supplier would in any way lose the right to demand strict compliance with the provisions of these GTC in other cases.

II Formation of Offers and Quotations, Reimbursement of Costs

Article 3:

- 3.1 Unless otherwise agreed in writing, all offers and quotations from the supplier are always without obligation. If no other period is specified in the quotation, the quotation is valid for 14 days. A quotation or offer expires if the product or service to which the quotation relates is no longer available.
- 3.2 The supplier cannot be held to its quotation or offer if the customer can reasonably understand that the quotation or offer, or part of it, contains an obvious mistake or clerical error.
- 3.3 An agreement is concluded at the moment the supplier has sent a written order confirmation to the customer.
- 3.4 Article 6:227b paragraph 1 of the Dutch Civil Code and Article 6:227c of the Dutch Civil Code do not apply.

- 3.5 If, after a requested quotation, the agreement is not concluded, the supplier may charge the costs incurred to provide the quotation and the costs of any samples delivered, insofar as this was agreed upon before the quotation. The amount will be calculated based on customary and fair standards.
- 3.6 All information included in the offer or quotation may only be used by the customer within the framework of the assignment to be given or already given. If the offer is not accepted, the customer is obliged, upon request by the supplier, to immediately return the documents related to the offer to the supplier.
- 3.7 If it appears that the information provided by the customer in the application or agreement was incorrect, the supplier has the right to adjust the prices accordingly. The customer has the right to reject the offer within 48 hours after the price adjustment has been provided, but with the obligation to reimburse the supplier for any costs already incurred, such as but not limited to the costs the supplier had to incur to provide the offer or quotation and the costs of any samples delivered. These costs will be calculated based on customary and fair standards.

III Order/Assignment, Prices, and Termination

Article 4:

- 4.1 A change to an agreement is only possible with the supplier's written consent.
- 4.2 If circumstances arise after the supplier has accepted an order/assignment or sale that affect the cost price—such as changes in raw material prices, the items to be delivered, wages, exchange rates, import duties, etc.—the supplier reserves the right to pass those price changes on to the customer. The customer will be informed of this.
- 4.3 If changes are specified by the customer after the order/assignment has been accepted, with which the supplier does not agree and the order is thereby cancelled by the supplier, or the order is partially or completely cancelled by the customer, all incurred costs as well as lost profits and downtime costs are borne by the customer.
- 4.4 If, after the manufacturing process has begun, it appears that the supplier cannot reasonably manufacture the item according to the manufacturing method indicated in the sample, drawing, or model for the agreed price, the parties will consult to adjust the assignment and/or price and/or delivery time. If the parties cannot reasonably reach an agreement, either party may terminate the agreement. The customer will reimburse the supplier for costs incurred to date, including material costs, production costs, and labour costs. The supplier will make available to the customer the products, samples, semi-finished products already made, as well as materials purchased by the supplier that the customer has paid for, and materials, products, samples, etc., provided by the customer.
- 4.5 Cancellation is only possible with the supplier's written permission. In the event of cancellation by the customer, the customer is obliged to reimburse all costs already incurred by the supplier, as well as lost profits and downtime costs.
- 4.6 If there is reasonable suspicion that the customer's financial position warrants it, the supplier is entitled to request security from the customer for payment of the costs already incurred and to be incurred by the supplier on behalf of the customer, by providing a bank guarantee to the supplier or by payment of the final agreed amount due.
- 4.7 The supplier is entitled to suspend work until the required security is provided. If the requested security is not provided within three months, the customer is in default without further notice of default, and the supplier may terminate the agreement without judicial intervention. The customer is then liable for all costs, damages, and lost profits arising from the assignment and from the interim termination.
- 4.8 The supplier is free to engage third parties for the execution of this order/assignment.

Article 5:

- 5.1 If the supplier agrees on a fixed price with the customer, the supplier is nevertheless entitled to increase this price at any time without the customer being entitled to dissolve the agreement for that reason, if the price increase results from an authority or obligation under law or regulations or is caused by an increase in the price of raw materials, wages, etc., or on other grounds

that were not reasonably foreseeable at the time the agreement was entered into.

- 5.2 All prices are exclusive of VAT, other taxes and levies, transport costs, and insurance costs. All prices apply to delivery ex warehouse or factory, unless otherwise agreed. The goods, from the moment they leave the warehouse or factory, are at the customer's expense and risk, and the customer must insure sufficiently against that risk.
- 5.3 The prices are based on cost-determining factors applicable to the supplier on the date of the quotation.
- 5.4 If, after a period of 3 months from the date of confirmation, the prices of these cost-determining factors increase, even if this increase occurs as a result of foreseeable circumstances at the time the quotation or confirmation was issued, the supplier is entitled to increase the agreed price accordingly, and this price increase is binding on the customer, unless expressly agreed otherwise.
- 5.5 All prices for imported goods are based on the exchange rate of the foreign currency of the country of origin on the day of the quotation. If a higher exchange rate applies on the day of delivery than that on which the sales prices were initially based, the supplier has the right to pass on the price-increasing effects of the changed exchange rate to the customer. If this causes the agreed price to increase by more than 10%, the parties will consult to adjust the assignment and/or price and/or delivery time. If the parties cannot reasonably reach an agreement, either party may terminate the agreement. The customer will reimburse the supplier for costs incurred to date, including material costs, production costs, and labour costs. Once all of our claims have been settled, the supplier will make available to the customer the products, samples, semi-finished products already made, as well as materials purchased by the supplier that the customer has paid for, and materials, products, samples, etc., provided by the customer.
- 5.6 All prices are calculated ex works or warehouse. Transport costs are always at the customer's expense, even if delivery is made free of charge to the address provided by the customer or if the goods are delivered by the supplier's delivery service, unless otherwise agreed.
- 5.7 The supplier is free to choose efficient packaging and shipping methods.
- 5.8 The reusable packaging of the supplier's products remains the property of the supplier. The customer shall keep this packaging available for the supplier. The customer is liable for any damage or loss.

Article 6:

- 6.1 The supplier is entitled to suspend fulfilment of the obligations or to dissolve the agreement immediately and with immediate effect, at the supplier's discretion, if the customer does not, does not fully, or does not timely comply with the obligations of the agreement and the supplier has put the customer in default in writing and the specified period has expired. In the event of dissolution, the customer is obliged to compensate the supplier for all damages, costs, and lost profits. The goods remain at the customer's risk until the due compensations are paid to the supplier. The obligation to compensate for damages and lost profits does not apply if the supplier has dissolved the agreement under the provisions of Article 12 due to a permanent, non-attributable failure by the supplier.
- 6.2 If the customer applies for (provisional) suspension of payments or is declared bankrupt, or if their business is suspended or liquidated, all agreements with the customer will terminate immediately, unless the supplier notifies the customer within a reasonable period that it still requires performance of the relevant agreement from the customer, either in whole or in part, in which case the supplier has the right to suspend obligations arising from the relevant agreement until the customer's performance is sufficiently secured, all without prejudice to all other rights to which the supplier is otherwise entitled.

IV Provisions Regarding the Product

Article 7:

- 7.1 Parts to be provided by the customer or on their behalf to the supplier, which are to be applied, installed, or incorporated in the product to be manufactured by the supplier, must be delivered to the supplier's factory in the required quantity, in a timely manner, free of charge, and carriage paid.
- 7.2 The customer is liable for the parts or other goods thus made available to the supplier and for their proper applicability.

- 7.3 The supplier assumes without any investigation that these parts, etc., are readily applicable, mountable, or processable in, on, or on the assigned product to be manufactured, unless otherwise agreed in writing.
- 7.4 By the mere delivery of these parts by or on behalf of the customer, the supplier is exempted from conducting any investigation into the applicability of those parts in, on, or on the item to be manufactured by the supplier.
- 7.5 If the parts to be supplied by the customer are damaged or lost during the manufacturing process, the customer is obliged to make new parts available to the supplier upon first request. The supplier is not liable for further damages than the amount paid out by their insurance company, unless there is intent or comparable gross negligence on the part of the supplier.
- 7.6 If the parts referred to in clause 7.1 are delivered late or in insufficient quantity, or if they are not processable by the supplier, resulting in production stoppage, the customer is liable for all damages incurred by the supplier as a result of this stoppage. Any delay caused by this is at the customer's expense.
- 7.7 The supplier will only begin production of the product to be manufactured once the trial series provided by the supplier has been approved by the customer and the customer has informed the supplier of this in writing, or the supplier has confirmed this approval in writing.

V Molds

Article 8:

- 8.1 If the supplier is responsible for manufacturing a Mold, form, auxiliary tool, etc., the supplier will only begin production after the customer has paid the agreed contribution toward manufacturing costs.
- 8.2 Similarly, the supplier will only begin with modifications, improvements, or repairs to Molds, forms, auxiliary tools, etc., after the (if necessary, estimated) costs owed for this have been paid.
- 8.3 If no price has been explicitly agreed upon for the work, the customer shall pay the supplier an advance on the costs, as determined by the supplier, upon first request.
- 8.4 Molds manufactured by the supplier or fully or partially manufactured according to the supplier's instructions, for which the customer has paid the agreed costs, become the property of the customer at the moment they are put into use by the supplier for the production of the product.
- 8.5 However, the Molds are kept by the supplier if they are not used for production and do not need to be returned to the customer—upon their written request—until the customer has paid all amounts due to the supplier.
- 8.6 The customer is required to collect the Molds from the supplier within three years after delivery of the last order. If this is not done in time, the supplier will set a deadline in writing within which the items can still be collected. If the customer does not respond in time, the supplier may destroy the Molds without being obliged to pay any compensation to the customer. The customer is required to pay the costs incurred by the supplier for the destruction.
- 8.7 In cases where the customer supplies the Mold, it will be returned upon their request, but only after all claims of the supplier, for whatever reason, have been paid.
- 8.8 The supplier is not liable for loss, misplacement, or damage to Molds, except in cases of gross negligence or intent on the part of the supplier. If gross negligence and/or intent occur on the part of auxiliary persons not subordinate to the supplier, liability is excluded insofar as it is not covered by the supplier's insurance. If the supplier is liable in the situations referred to in this article, compensation will be limited to repair or replacement of the Mold, at the supplier's discretion.
- 8.9 If the supplier has indicated in the offer or order confirmation the number of strokes or products for which a Mold is normally usable, the Mold is considered no longer suitable for further production after that quantity has been produced. If such an indication has not been provided in the offer or order confirmation, the supplier will inform the customer once it becomes apparent, according to the supplier, that a Mold is no longer suitable for economically viable production. In such cases, the customer will also be informed of the costs associated with repair or replacement. Should the customer not agree to repair or replacement, the supplier may terminate the order without being liable for compensation.
- 8.10 When assessing economically viable production, the advancement of technology and the adaptation of the business to it, in terms of both volume

and labour intensity, are also considered. As long as a Mold is still suitable for production by the above standards and is stored with the supplier, the maintenance costs for regular reordering's of the products to be manufactured with it are borne by the supplier for a period of two years after first use.

VI Delivery and Delivery Time

Article 9:

- 9.1 Unless another method of delivery has been agreed upon, delivery takes place when the supplier separates the goods in their warehouse, prepares them for shipment, and notifies the customer in writing.
- 9.2 The supplier and the customer will agree on the conditions under which delivery will take place, such as "ex works," "free on board," or "carriage paid to," among others.
- 9.3 The risks transfer from the supplier to the customer upon delivery.
- 9.4 The supplier is free to choose the mode of transport.
- 9.5 The supplier has the right to determine that delivery is made cash on delivery.
- 9.6 The supplier is allowed a tolerance of 10% above or below the quantity of goods to be delivered. The customer may only derive rights from deviations in thickness, dimensions, or weights if these factors are an essential part of the agreement and are crucial for the usability of the item ordered from the supplier, to be used as intended according to normal commercial standards, and only if this has been agreed upon in writing in advance. The customer must accept colour deviations as long as they do not exceed variations within the colour specified by the customer.
- 9.7 In the case of "ex works" delivery, delivery is deemed to have occurred before loading onto the means of transport.
- 9.8 In the case of "free on carrier" delivery, delivery is deemed to have occurred when the goods are loaded onto the means of transport.
- 9.9 In the case of "set up at work" delivery, delivery is deemed to have occurred when the work is completed; the supplier will notify the customer of this in writing.
- 9.10 In the case of "carriage paid to" delivery, delivery is deemed to have occurred upon receipt before unloading at the agreed destination, provided it is reasonably accessible with the means of transport used. If the destination is not reasonably accessible, the supplier may designate an alternative delivery location and notify the customer in writing simultaneously.
- 9.11 If goods delivered by the supplier cannot be transported to the destination due to circumstances not attributable to the supplier, the supplier will store the goods at the customer's expense and risk.
- 9.12 The supplier is authorized to deliver the goods in partial shipments, which may be invoiced separately on a pro-rata basis. If and as long as a partial shipment is not paid by the customer and/or the customer fails to fulfil other obligations arising from the respective agreement or previous agreements, the supplier is not obligated to deliver a subsequent partial shipment and is entitled to terminate the agreement(s) that have not yet been executed without judicial intervention and without any notice of default to the customer, while retaining the right to compensation and without the customer having any right to claim damages or otherwise.
- 9.13 The supplier is authorized to retain the goods, and delivery is deemed to have taken place if neither the customer nor a representative designated by them is present at the destination to receive the goods. The customer is obliged to reimburse the supplier for additional costs incurred in connection with storage and other actions.
- 9.14 The customer is required to inspect the delivered goods for damages and/or defects within three working days after delivery and to notify the supplier of any defects within three working days of discovering them. After this period, the customer is deemed to have approved the delivered goods.
- 9.15 In the event of damage to or defects in unprocessed goods timely identified by both the supplier and the customer, provided that the damage or defect occurred before delivery, the supplier will take back the damaged goods and arrange for their replacement in accordance with the agreement. The customer's obligation to pay the purchase price remains unaffected.
- 9.16 The customer is entitled to compensation if the damage and/or defects are attributable to the supplier. If the supplier is unable to provide a replacement, both parties are entitled to demand termination of the agreement. In that case, the customer is entitled to compensation if the non-performance results

from a cause that, according to the law, is the responsibility of the supplier and does not constitute unforeseeable circumstances.

Article 10:

- 10.1 Unless the supplier has expressly and in writing guaranteed a specific delivery period, specified delivery times can never be considered as strict deadlines.
- 10.2 Each agreed delivery period begins on the day the supplier has received all necessary information required to carry out the work.
- 10.3 When the supplier must take measurements on-site or verify information on-site, the delivery time begins when the measurement or verification has been completed, and this has been communicated to the customer. The established measurements or control measurements on-site are confirmed in writing by the supplier to the customer.
- 10.4 In the event of untimely delivery, the customer must put the supplier in default in writing, allowing the supplier a reasonable period to fulfill the agreement. This clause does not apply in cases of a non-attributable failure on the part of the supplier, whether permanent or not, as referred to in Article 12.
- 10.5 The supplier is not liable for the consequences of exceeding the specified delivery time. Exceeding the delivery time, regardless of the cause, does not entitle the customer to compensation or to fail in fulfilling any obligation related to this matter. Termination by the customer is possible under the conditions applicable to cancellation, as laid down in Article 6.

VII Ownership Retention and Risk

Article 11:

- 11.1 All items delivered by the supplier to the customer remain the property of the supplier until the customer has fulfilled all claims of the supplier, from any cause whatsoever, including interest and costs, and all other claims of the supplier in connection with the customer's non-fulfilment of agreements.
- 11.2 If the customer forms a new item from items delivered by the supplier that are subject to retention of title, the customer acts in commission of the supplier and holds the item for the supplier, and the newly formed item is deemed to be subject to retention of title in Favor of the supplier. The customer becomes the owner only when the retention of title lapses because all claims of the supplier have been paid.
- 11.3 To the extent the supplier has additional claims against the customer other than those referred to in 11.1, and the supplier has delivered items to the customer that are not subject to retention of title, the customer shall establish a non-possessory pledge on these items for the supplier's benefit as security for fulfilling their obligations, which the supplier accepts. Upon the supplier's first request, the customer shall sign a deed to establish the pledge. The customer shall ensure they have the authority to pledge the items and that no pledge and/or limited rights rest on the items, aside from the supplier's rights.
- 11.4 The customer has the right to resell or process products purchased from the supplier, provided this occurs in the ordinary course of business.
- 11.5 If the customer resells the items, the supplier may require them to establish a silent pledge on the resulting claim against the purchaser in Favor of the supplier.
- 11.6 The customer shall treat the items referred to in this article with due care. The customer shall insure the items against all calamities based on the invoice value. Upon the supplier's first request, the customer shall provide the supplier with the names and addresses of the insurers and copies of the policies. Furthermore, at the supplier's first request, the customer shall establish a silent pledge in Favor of the supplier on any claims against the insurer, to the extent this has not already arisen by law.
- 11.7 Except as provided in 11.4, the customer may not pledge the items referred to in this article to third parties or transfer or otherwise relinquish legal or actual control to them, nor may they restrict such control to the detriment of the supplier.
- 11.8 The supplier remains the owner of the items delivered to the customer, even after delivery, wherever these items may be located. The customer is deemed to hold the goods on behalf of the supplier as long as they have not fully met all payment obligations to the supplier under any agreement.
- 11.9 As long as full payment has not been made, the items may not, in any way, be used as security for debts to third parties.

- 11.10 In the event of non-payment of any due amount, or if the customer fails to meet any obligation under any agreement with the supplier relating to the performance of work or sale of goods, and in the event of an application for suspension of payment, bankruptcy, or liquidation of the customer, the supplier has the right to cancel the agreement or any part thereof that the supplier has not yet executed, as well as any existing other agreements with the customer, with immediate effect, without requiring judicial intervention, by means of a registered letter addressed to the customer.
- 11.11 By agreeing to this cancellation, the customer consents in advance, thereby granting the supplier access to their premises and buildings, and the supplier is entitled to retrieve the unpaid delivered goods, without prejudice to their right to compensation for damages, costs, interest, and lost profits that may have arisen.
- 11.12 The customer is obliged to inform the supplier immediately if third parties assert rights to goods on which the supplier's retention of title rests under this article.

VIII Unforeseeable Circumstances and guarantees

Article 12:

- 12.1 If the supplier is unable to fulfil their obligations due to a non-attributable failure, the supplier has the right to:
- either suspend delivery for a reasonable period determined by the supplier,
 - or, after the specified reasonable period, or immediately if the non-attributable failure is permanent, terminate the agreement without judicial intervention by means of a written, reasoned declaration, without being liable for any compensation or reimbursement of any advantage gained to the customer.
- 12.2 A non-attributable failure as referred to in clause 12.1 includes, but is not limited to: war, threat of war, epidemic, civil unrest, power outages, fire, smoke and/or water damage, flooding, factory disruptions, strikes, blockades, lockouts, transportation disruptions, disruptions in the supply of raw materials or semi-finished products, illness of personnel, failure or delay by subcontractors or suppliers to meet their obligations, other delays affecting both the supplier's business and the businesses of their suppliers and auxiliary persons, as well as such scarcity—whether due to price increases of raw or auxiliary materials—that it would be unreasonable to require the supplier to deliver, even at a higher price.
- 12.3 In cases of partial performance, the customer will owe the supplier the incurred costs and/or a proportional part of the total price, naturally upon delivery of the items manufactured by the supplier.
- 12.4 The supplier is not liable for direct or indirect damage, of any kind, suffered by the customer or third parties due to suspension or cancellation as a result of the aforementioned force majeure.

IX Intellectual Property, Copyright, and Reproduction Rights

Article 13:

- 13.1 The copyright, industrial property rights, and reproduction rights for designs, sketches, drawings, diagrams, samples, models, forms, calculations, computer simulations, software, specifications, Molds, auxiliary materials, etc., created or developed by us remain entirely with the supplier, even when the customer places an order for these with the supplier, unless otherwise agreed in writing.
- 13.2 The customer is prohibited from showing or providing designs, sketches, drawings, diagrams, samples, models, forms, calculations, computer simulations, software, specifications, Molds, auxiliary materials, etc., to third parties without the supplier's written permission, unless required by law. The customer is liable to the supplier for damages arising from third parties seeing or obtaining these designs, sketches, drawings, etc.
- 13.3 In cases where the supplier manufactures items according to drawings, samples, models, or other instructions, broadly defined, received from the customer or through the customer from third parties, the customer guarantees that the manufacturing and/or delivery of these items does not infringe on any patents, trademark or usage rights, trade models, or any other rights of third parties and indemnifies the supplier against all resulting claims.
- 13.4 If a third party objects to the manufacturing and/or delivery on the grounds of an alleged right as referred to, the supplier is entitled to immediately cease manufacturing and/or delivery solely on that basis and to claim

reimbursement from the customer for incurred costs, without prejudice to any further claims by the supplier for damages, and without the supplier being liable to compensate the customer.

- 13.5 The supplier is obligated to immediately inform the customer if third parties raise objections against the manufacturing and/or delivery of goods intended for the customer.
- 13.6 The customer is liable for damages caused by the infringement of the supplier's intellectual property rights through the items delivered by the supplier to the customer.
- 13.7 The customer is required to notify the supplier immediately if they become aware of any infringement of the supplier's rights.
- 13.8 If no order follows a design, sketch, drawing, diagram, sample, model, form, calculation, computer simulation, software, specification, Mold, or auxiliary material, ordered from the supplier, these activities will be invoiced by the supplier after thirty days, with all rights, including copyright, model rights, reproduction rights, and/or any other rights of industrial property, remaining entirely with the supplier.

X Warranty and Quality

Article 14:

- 14.1 Subject to the provisions elsewhere in these GTC, the supplier guarantees the soundness of products manufactured by or on behalf of the supplier, as well as the quality of the materials used and/or constructed, provided that the specification's soundness has been defined in advance for specified products.
- 14.2 In the case of the trade-based delivery of complete products manufactured by third parties, the supplier only guarantees that the delivered products, in terms of specifications and materials, meet what has been agreed upon in writing between the parties.
- 14.3 Defects in delivered items, including Molds and products produced with them, which the customer proves to have arisen within three months from the day of dispatch as a direct result of a fault in the design created by the supplier or due to defective workmanship or the use of poor materials, will be repaired by the supplier. The supplier is not obliged to provide any further compensation for direct or indirect damages suffered by the customer or any third party.
- 14.4 The customer shall count, measure, weigh, and inspect the items immediately upon delivery for visible and easily identifiable hidden defects before proceeding with storage or use. Items that have been put into use are deemed to conform to the agreement, unless they prove to have a hidden defect that is not easily identifiable.
- 14.5 Items may only be returned to the supplier if the supplier has agreed in writing to both the return and the method of shipment. The items remain at the customer's risk.
- 14.6 Products and parts replaced by the supplier with new ones become the property of the supplier.

Article 15:

- 15.1 The supplier provides the customer only with those warranties specified in the supplier's offer. Items delivered and/or installed or assembled by the supplier are of standard commercial quality with the properties and qualities outlined in the documentation issued by the supplier, as effective at the time of concluding the agreement, unless the supplier has expressly provided a specific warranty in writing.
- 15.2 The warranties provided by the supplier do not apply:
- a. if the items delivered, installed, and/or assembled by the supplier are used improperly by the customer and/or third parties.
 - b. in case of damage resulting from facts and/or circumstances that do not concern the integrity of the material, the method of manufacture, or the installation or assembly of the supplier's items;
 - c. if all usage or warranty instructions have not been strictly followed, or if changes or repairs have been made by the customer and/or third parties to items delivered, assembled, or installed by the supplier.
 - d. if the customer fails to fulfil any obligation to the supplier, in any respect, whether timely or adequately.
- 15.3 Regarding the use of Molds made by the supplier, a warranty period of two years applies, or the expressly agreed quantity of products to be produced. The aforementioned warranty provided by the supplier does not apply:

- a. for defects resulting from defective materials and/or parts made available or specified by the customer;
- b. for defects resulting from improper use or negligence by/on the part of the customer or their personnel;
- c. for defects caused by normal wear and tear, improper handling, excessive load, or the use of unsuitable equipment and corrosive chemicals;
- d. if modifications to the Molds are made by third parties outside the scope of this order.

XI Liability / Product Liability Risk

Article 16:

- 16.1 The cumulative liability (or cumulative liabilities) based on any legal ground(s) cannot require the supplier to pay the customer an amount exceeding twice the invoice value of the order, or at least the portion of the order to which the liability pertains. In any case, the supplier's liability is always limited to the amount of their insurer's payout in such cases. The supplier is not liable for direct damages suffered by third parties or indirect damages suffered by the customer or third parties, consequential damages, business damages, intangible damages, or damages caused by subordinates, auxiliary persons, and/or subcontractors.
- 16.2 If the customer resells items delivered by the supplier or forms new items from those delivered (in whole or in part) by the supplier and then resells them, the customer is required to adequately insure themselves against the product liability risk of Article 6:185 of the Dutch Civil Code. Upon the supplier's request, the customer shall provide the supplier with a copy of the relevant policy. The parties agree that the customer is considered the manufacturer under Article 6:185 of the Dutch Civil Code.
- 16.3 The customer indemnifies the supplier against all claims from third parties asserted against the supplier, including, but not limited to, claims based on Article 6:185 of the Dutch Civil Code.
- 16.4 The supplier may at all times invoke the liability-limiting clauses imposed upon the supplier by their advisers, suppliers, or raw materials manufacturers, so that warranty and liability obligations can never extend beyond those that the supplier has with their advisers, suppliers, or raw materials manufacturers.
- 16.5 The customer undertakes to obtain a proper commercial liability insurance policy for items delivered by the customer to third parties that originated from the supplier.
- 16.6 The following are not eligible for compensation: financial loss, including but not limited to business damage, consequential damage, delay damage, and lost profits; oversight damage, including but not limited to damage caused during the execution of work to items being worked on or to items located in the vicinity of the worksite (the customer should insure themselves against this damage if desired); damage caused by actions or omissions by the customer or third parties in violation of instructions provided by the supplier or in violation of the Agreement and these Terms; damage resulting directly from incorrect, incomplete, and/or defective information or substandard materials provided by or on behalf of the customer to the supplier for processing of the Goods; damage resulting directly from design, material, and manufacturing defects on the supplier's side after the period specified in Article 14.3 has expired.
- 16.7 The supplier is not liable for damage to or caused by materials supplied by the customer due to improperly executed processing. Upon the customer's request, the supplier will redo the processing using new materials provided by the customer at the customer's expense.
- 16.8 The customer indemnifies the supplier against all claims from third parties for damage arising from or related to the services performed and/or goods delivered by the supplier, to the extent that the supplier would not be liable to the customer for such damage.

Article 17:

- 17.1 The supplier does not guarantee the usability of items delivered by the supplier for any particular purpose differing from the purpose for which they should be reasonably used according to normal commercial standards.
- 17.2 The supplier is also not liable for errors or wrongful acts by their employees, nor for those of other persons involved by or on behalf of the supplier in the execution of the agreement with the customer, unless it concerns an error or wrongful act by individuals who can be considered as organs of the company

or as senior executives of the supplier, and the customer also proves that there was intent or gross negligence on the part of the supplier.

- 17.3 The supplier is also not liable for advice provided on usage unless the customer proves that there was intent or gross negligence on the part of the supplier.
- 17.4 The supplier is not liable for any consequences if the customer or third parties carry out repair or maintenance work independently of the supplier. Nor does the supplier accept liability when such work is performed under the direction or supervision of an expert appointed by the customer or their client.

XII Complaints

Article 18:

- 18.1 The customer must check the quantity of products delivered upon receipt. Complaints regarding the quantity delivered must be made immediately after the customer could reasonably have inspected the quantity, but must be received no later than eight working days after delivery. In the absence of a timely complaint, the quantity specified on the delivery note, waybill, or similar signed document is deemed to have been accepted as correct by the customer.
- 18.2 All complaints regarding any incorrect execution of orders or the quality of the delivered products must be made by registered letter within eight days after delivery.
- 18.3 Complaints regarding the supplier's invoices must also be submitted by registered letter within eight days of the invoice date.
- 18.4 For defects as referred to in Article 15, the customer must notify the supplier by registered letter within 48 hours after they believe a defect has been identified.
- 18.5 Once the above deadlines have passed, the customer is deemed to have fully accepted the delivered items. Complaints submitted after the above deadlines need not be processed by the supplier.
- 18.6 If a complaint is submitted in a timely manner and it is proven that the products exhibit material or manufacturing defects, the supplier will, at their discretion, arrange for free repair or full or partial replacement. In the case of trade-based delivery of complete products manufactured by third parties, the supplier will, at their discretion, arrange for full or partial replacement free of charge, or will take back the delivered items with a credit to the customer. The supplier is not obliged to fulfil any further obligations, particularly not to compensate for damages. The supplier is only required to deliver according to the specifications agreed upon when placing the orders. The supplier accepts no liability for the suitability of the delivered products for purposes intended by the customer or any other purposes deviating from the specifications.
- 18.7 Complaints can never suspend payment obligations.
- 18.8 Complaints will not be considered if the customer has in any way neglected their obligations to the supplier under any agreement up to that point.

XIII Payment

Article 19:

- 19.1 Payments must be made without any discount or set-off within fifteen days of the invoice date.
- 19.2 Payments must be made in the currency invoiced by the supplier, either at the supplier's office or to one of their bank or giro accounts, unless the supplier has indicated another payment method, such as cash on delivery.
- 19.3 The payment date is considered to be the date on which the supplier's bank or giro credits the amount or the date cash payment is made.
- 19.4 Payments are always applied first to cover owed costs, then to cover interest, and finally to cover payable invoices in order of their age, even if the customer specifies that their payment relates to other invoices and/or debts.
- 19.5 If the customer fails to pay on time, they are in default, as well as in cases of (application for) bankruptcy, suspension of payment, guardianship, or administration and liquidation, without the need for notice of default. The customer then owes the supplier interest of 1.5% on the invoice amount for each month or part thereof by which the payment term in clause 19.1 is exceeded.
- 19.6 If the customer fails to pay on time, they are automatically in default and owe extrajudicial collection costs of 15% of the outstanding invoice(s), with a minimum of €250.

- 19.7 If the customer is in default concerning any payment obligation to the supplier, they are also in default regarding all claims that the supplier has against them. Clauses 19.4 and 19.5 apply accordingly.
- 19.8 In the case outlined in clause 19.4, the execution of all orders accepted for the customer is suspended until full payment has been made or until a deadline set by the supplier. If this deadline is exceeded, the supplier is entitled not to execute the orders in question and to claim damages.
- 19.9 The supplier is entitled at all times to request additional security from the customer for payment. If the request for security is not met within eight days, the customer is in default without further notice, and the order is considered terminated. The customer is liable for all costs and damages incurred by the supplier resulting from the order and the interim termination.
- 19.10 The supplier is entitled to require the customer to sign a deed of assignment for transferring their claims on their customer, to which the customer is obligated upon the supplier's demand, as security for the payment of the customer's debt(s) to the supplier.
- 19.11 Without prejudice to the supplier's other rights, if the customer defaults on payment of any of the supplier's claims against them, all other claims, including future instalments, become immediately and fully due, even if it was agreed with the supplier that delivery and payment would be made in instalments.

XIV Disputes

Article 20:

- 20.1 These GTC, the agreement concluded between the supplier and the customer, and/or any obligations arising from it, as well as their performance, are governed by Dutch law.
- 20.2 The Zeeland-West-Brabant District Court, Breda location, has exclusive jurisdiction to settle disputes. Additionally, the supplier reserves the right to submit the dispute to a court with jurisdiction under national, international, or supranational (such as European) laws and regulations.
- 20.3 If the customer raises a dispute while they have not yet fulfilled their entire payment obligation, the dispute may only be brought before the court after the customer has fully met their payment obligation or has provided a bank guarantee. In such a case, the supplier may, at their discretion, seek an enforceable title from the competent court.
- 20.4 Regarding the monetary scope of mutual obligations arising from agreements with the supplier, the supplier's administrative records are decisive, unless proven otherwise by all means of evidence.
- 20.5 Unless proven otherwise by all means of evidence, the quantities, dimensions, and weights specified on the invoice, waybill, and/or packing slip are deemed correct between the customer and supplier.

XV General / Amendment / Commencement

Article 21:

- 21.1 The headings of the individual articles in these GTC are solely intended to enhance readability. The content and scope of an article under a specific heading are therefore not limited to that term or heading.

Article 22:

- 22.1 The nullity or annulment of any part of these GTC does not result in the nullity or annulment of all parts of these GTC. In the event of nullity or annulment of any provision, the interpretation most favourable to the supplier will apply in its place.

Article 23:

- 23.1 The supplier is authorized to amend these GTC. The amendments take effect immediately. The supplier will notify known customers in writing of the amendment at the time of the change.

Article 24:

- 24.1 All agreements concluded with us or obligations arising from them are governed by Dutch law and Dutch international private law, to the exclusion of the applicability of the 1980 Vienna Convention on Contracts for the International Sale of Goods ("Convention on the International Sale of Goods 1980").
- 24.2 These GTC are filed with the Dutch Chamber of Commerce and registered under number 18052319, and they are valid as of 2024.