

## **GENERAL TERMS OF SALE AND DELIVERY CONDITIONS OF W. Th. ZANDSTRA B.V.**

### **I. General**

1. The following conditions form part of all agreements and apply to all (other) actions and legal acts with W. Th. Zandstra B.V. (hereinafter: the Seller) and any natural or legal person who purchases goods from the Seller or enters into negotiations or an agreement with the Seller (hereinafter: the Buyer).
2. 'Goods' shall mean all products, components, and services supplied or carried out by the Seller for the Buyer.
3. The applicability of any general terms and conditions of the Buyer is explicitly rejected by the Seller.
4. Changes to or additions to these conditions can only be agreed upon in writing.
5. In case of inconsistency between the text of these conditions in the Dutch language and that in another language, the Dutch version shall be binding.

### **II. Quotations**

1. Quotations (including price quotations) do not bind the Seller and are only an invitation for the Buyer to place an order. An agreement is only concluded upon the Seller's written order confirmation.
2. Cancellation of an agreement by the Buyer is not possible unless the Seller agrees to the cancellation in writing, under conditions set by the Seller. In case of cancellation as mentioned in this clause, the Buyer is liable for an immediately due compensation of fifty percent (50%) of the invoice value of the goods excluding VAT, without prejudice to the Seller's right to compensation for actual damages suffered or to be suffered.
3. The Seller is entitled to set minimum order quantities for deliveries of goods. If the Buyer places an order for a lower quantity and the Seller accepts it, the Seller is entitled to charge additional fees, including postage costs, reasonably determined by the Seller.
4. Models, samples, or drawings shown or provided by the Seller in any way are carefully compiled but are only indications of the goods. If the Buyer demonstrates that the delivered goods deviate so significantly from the shown or provided models, samples, or drawings that the Buyer can no longer reasonably be obliged to purchase them, the Buyer has the right to cancel the agreement free of charge, without the Seller being obliged to compensate the damages suffered by the Buyer as a result of the cancellation mentioned in this clause.

### **III. Prices**

1. Prices indicated by the Seller in catalogs or otherwise are exclusive of VAT and are not binding. Packaging and shipping costs, import and export duties and excise duties, and all other levies or taxes imposed or levied on the goods and their transport are at the expense of the Buyer.
2. After the conclusion of an agreement, the Seller is entitled to increase the agreed prices in case of, among other things, but not limited to: interim increases and/or surcharges on freight, customs duties, goods and/or raw material prices, taxes, wages, or social contributions, interim increases applied by its suppliers, and changes in monetary relations or other unforeseen circumstances that have a price-increasing effect.

#### IV. Risk, Delivery, and Delivery Period

1. Delivery and the transfer of risk for the goods and their packaging take place ex-warehouse (Ex-Works) as defined in the ICC Incoterms 2000 (or the most recent version thereof) by making the goods and their packaging available ex-warehouse of the Seller in Joure.
2. The Seller reserves the right to deliver in installments, in which case such deliveries shall be deemed to have been made under separate agreements. The Buyer is obliged to accept the goods at the time of delivery. If the Buyer does not or does not timely accept the goods, he will be in default without the need for a notice of default. The Seller is then entitled to store the goods at the expense and risk of the Buyer or to sell them to a third party. The Buyer remains liable for the purchase price, increased by statutory commercial interest and collection costs, by way of compensation, however, in the event of a sale to that third party, reduced by the net proceeds.
3. An agreed delivery time is only an indicative period and, unless expressly agreed otherwise in writing between the Seller and the Buyer, cannot be considered as fatal within the meaning of Article 6:83 under a) of the Dutch Civil Code. The Seller will make every effort to observe the agreed delivery times as much as possible. In case of exceeding the delivery time, the Buyer is not entitled to (damage) compensation. If no delivery time is agreed, the Seller will deliver the goods within a reasonable period according to its judgment.

#### V. Retention of Title

1. Notwithstanding the actual delivery, the Seller retains ownership of all goods delivered and to be delivered to the Buyer under any agreement until full payment has been made for everything the Seller has to claim from the Buyer for any reason whatsoever, including statutory commercial interest and collection costs.
2. If the law of the country of destination of the purchased goods offers more extensive possibilities for retention of title than stipulated in clause 1, it is agreed between the parties that these more extensive possibilities are deemed to have been agreed for the benefit of the Seller, provided that when it is objectively impossible to determine which more extensive rules this arrangement relates to, the provisions in clause 1 above shall remain applicable.
3. If the Buyer defaults on the performance of his payment obligations to the Seller or the Seller has good reason to fear that the Buyer will default on his payment obligations, the Seller is entitled to terminate the agreement without notice and to sell or take possession of the goods delivered or to be delivered under retention of title to a third party, and to enter the place where these goods are located. In such a case, the Buyer is liable for all costs incurred as a result. The Buyer remains liable for the purchase price, increased by statutory commercial interest and collection costs, by way of compensation, however, in the event of a sale to that third party, reduced by the net proceeds.
4. The Buyer is not entitled to transfer or lend the goods delivered by the Seller, as well as the goods to which the Seller is entitled under retention of title, to third parties before they have been fully paid. Moreover, the Buyer cannot pledge or otherwise transfer the goods delivered by the Seller, to which the Seller is entitled under retention of title, as security. However, the Buyer is allowed to sell and transfer these goods within the normal course of his business. This permission expires automatically at the moment the Buyer fails in any way to meet his payment obligations, obtains provisional suspension of payment or is declared bankrupt.
5. The Buyer is obliged to insure the goods referred to in clause V.1. against customary risks such as fire, explosion, damage, and theft, in such a way that the insurance policy includes the provision that the insurance also covers goods of third parties. Payouts for damage and loss of these goods replace the goods concerned. At the first request of the Seller, the Buyer will transfer all rights to the relevant insurers in this regard to the Seller.

6. If and as long as the Seller is the owner of the goods, the Buyer shall immediately inform the Seller in writing when the goods or any part thereof have been lost or damaged, or the goods have been seized and/or a claim is made on (any part of) the goods in any other way.

## **VI. Payment**

1. Payment must be made within 30 days from the invoice date by transferring the due amount to the Seller's bank account. Payment of the due amount to anyone other than the Seller does not constitute a valid payment.
2. All amounts invoiced to the Buyer must be paid without deduction or withholding. The Buyer is not entitled to set off any claim on their part against a claim of the Seller.
3. If the Buyer fails to pay any amount due in a timely manner, the Buyer is automatically in default without further notice, and the Buyer owes the Seller a immediately payable default interest equal to the statutory commercial interest. Additionally, the Buyer is liable for a directly payable compensation of 15% of the total amount due, with a minimum of €150, without prejudice to the Seller's right to full compensation for all extrajudicial and judicial collection costs and payment of the due amount.
4. Any payment made by the Buyer shall first be applied to satisfy the accrued interest and then to cover the collection costs. Only after these amounts have been satisfied will any payment by the Buyer be deducted from the outstanding principal amounts.
5. Any objections to invoices, specifications, descriptions, and prices must be communicated in writing and with reasons within 5 days of the invoice date. Failure to do so will be deemed as the Buyer's acceptance of the entire invoice.
6. The Buyer is not entitled to suspend their obligations unless, within 30 days from the due date of the relevant obligations, the Buyer submits the dispute to the court competent under Article XIII

## **VII. Intellectual Property**

1. The Buyer ensures not to infringe (nor allow or enable third parties to do so) on the intellectual property rights of the Seller or its suppliers concerning the goods, for example, by copying, modifying, or imitating the goods.
2. If the Seller manufactures the goods or has them manufactured upon specific order from the Buyer based on a design not originating from the Seller, the Buyer indemnifies the Seller against third-party claims related to all infringements regarding (the manufacture and use of) the goods on third-party intellectual property rights.

## VIII. Advertising, Warranty, and Dissolution

1. Complaints refer to all grievances from the Buyer regarding the quantity, quality, and/or soundness of the delivered goods. Delivered goods are only considered defective if the Buyer proves that they do not meet the legal quality requirements applicable to the goods at the time of concluding the agreement, do not conform to the expressly agreed specifications, and/or are not suitable for the use explicitly mentioned by the Buyer before or at the conclusion of the agreement, or which is unmistakably apparent from the nature of the goods.
2. The Buyer is obligated to inspect the goods immediately upon delivery. Complaints must be made in writing within 5 days after the Buyer has received the goods. Defects that reasonably could not have been discovered within the above-mentioned period must be reported to the Seller immediately upon discovery and no later than 14 days after the Buyer has received the goods. Failure to complain in a timely manner as mentioned in this section results in the Buyer losing all rights and powers that were available to them based on the defect mentioned in paragraph 1 of this article.
3. The Buyer has no right to complain about the goods where the Seller cannot conduct an investigation into the complaint. The Buyer is not free to return the goods before the Seller has agreed to this in writing. The costs of return are for the Buyer, and the goods remain at their risk. The Buyer cannot assert claims regarding complaints about defects in the goods against the Seller as long as the Buyer has not fulfilled any obligation arising from the agreement(s) concluded with the Seller.
4. If timely, correctly, and in accordance with this article, a complaint has been made and it is reasonably demonstrated to the Seller that the goods are defective, the Seller has the choice to either deliver the non-defective goods again free of charge upon the return of the defective goods, to properly repair the relevant goods, to grant the Buyer a discount on the purchase price to be determined in mutual consultation, or to wholly or partially dissolve the agreement regarding the non-defective goods. By complying with one of the aforementioned options, the Seller will be fully discharged with regard to its obligations, and the Seller will not be obligated to any further (damage) compensation. If the Seller delivers goods to the Buyer obtained from its suppliers, the Seller is never held to a more extensive warranty or liability towards the Buyer than the Seller can claim from its supplier.

## IX. Liability

1. The liability of the Seller is limited to fulfilling its obligations described in paragraph 4 of the previous article. Any further liability for direct damages suffered by the Buyer is excluded. "Direct damages" shall solely be understood to mean:
  - a. the reasonable costs the Buyer would have to incur to have the Seller's performance under the agreement comply with the agreement. However, this damage will not be reimbursed if the Buyer has terminated the agreement;
  - b. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this paragraph;
  - c. reasonable costs incurred to prevent or limit damage, insofar as the Buyer demonstrates that these costs have led to a limitation of direct damage within the meaning of this paragraph.
2. Liability of the Seller for indirect damages suffered by the Buyer, including consequential damages, non-material damages, business or environmental damages, loss of profit, savings, damage due to business interruption, and all other damage items not mentioned in paragraph 1, is excluded.
3. If, notwithstanding the provisions of paragraphs 1 and 2 of this article, the Seller is obliged for whatever reason to compensate any damage, the compensation for damage per event or series of related events with a common cause will, however, never be higher than the amount equal to the invoice value excluding VAT of the relevant goods.

4. The liability limitations in paragraphs 1, 2, and 3 do not apply insofar as the relevant damage is caused by intent or conscious recklessness of the Seller or its top management.
5. Liability-limiting, excluding, or establishing conditions that can be invoked by third parties against the Seller can also be invoked by the Seller against the Buyer.

## **X. Force Majeure**

1. In the event of force majeure, the Seller has the right to suspend the delivery of the goods or to wholly or partially dissolve the agreement. In that case, the Buyer has no right to (damage) compensation in that regard.
2. Force majeure is understood to mean any circumstance independent of the will of the Seller, as a result of which the fulfilment of (the relevant part of) its obligations towards the Buyer is hindered, delayed, or made uneconomical or which, in reasonableness, cannot be demanded of the Seller, including in the case of: complete or partial malfunction, restriction, or cessation of the Seller's or the party from whom the Seller obtains the goods or raw materials for them, being issued regulations or decisions that limit, hinder, or make impossible the production, delivery, transport, or unloading of the goods, mobilization, war, hostilities, uprising, strike, lockout, collusion of workers, hindrances to railway traffic or other means of transport, or the lack thereof, shipwreck, loss, damage, or disabling of means of transport, and bankruptcy of suppliers or an appeal by them to their own force majeure or another external cause beyond the control of the Seller. The Seller will inform the Buyer of the occurrence of the said facts and circumstances as soon as possible and will indicate whether, to what extent, and under what conditions it will fulfil its obligations under the agreement.

## **XI. Dissolution**

1. If the Buyer fails, is late, or fails properly to fulfil an obligation arising from any agreement concluded with the Seller, the Buyer is declared bankrupt, the Buyer applies for its bankruptcy, or this is requested, the Buyer applies for (provisional) suspension of payments, goes into liquidation, and when its assets are wholly or partially seized, the Seller is entitled to immediately dissolve any agreement with the Buyer in writing, without prejudice to the rights that the Seller can derive from these conditions, the agreement, or the law against the Buyer, including the right to (full) compensation.

## **XII. Security**

1. If the Buyer defaults in the performance of its payment obligations to the Seller, or the Seller has good reason to fear that the Buyer will default on its payment obligations, the Buyer is obliged to provide, at the first request of the Seller, sufficient security regarding the claim that the Seller or the Buyer has through an irrevocable bank guarantee or by providing a security that is reasonably equivalent to it. As long as the Buyer has not complied with this, the Seller is entitled to suspend the fulfilment of its obligations.

## **XIII. Applicable Law and Competent Court**

1. This agreement and all disputes arising from it are subject to Dutch law, with the exclusion of the applicability of the Vienna Sales Convention. All disputes that may arise between parties, arising from their agreement(s) or subsequent agreements resulting from it, or from any other existing or future legal relationship, will be settled by the District Court in Leeuwarden, subject to compelling jurisdictional rules that would prevent this choice. However, the Seller can, at its discretion, bring the Buyer to court in the court of its place of establishment or residence, with or without the application of the law of the country where the Buyer is established/residing.