

## GENERAL SALES, DELIVERY and PAYMENT CONDITIONS

van Dobal BV established and with offices at 22 Emmalaan in Utrecht, the Netherlands

### Article 1. Applicability

1. These general sales, delivery and payment conditions apply to every offer and every agreement between Dobal BV, hereinafter referred to as user, and a buyer or client, hereinafter referred to as buyer, to which the user has declared these conditions applicable, insofar as of these conditions have not been deviated from explicitly and in writing by the parties.
2. If any provision of these general terms and conditions is, in the opinion of the competent court, contrary to the law, public order or morality, this does not affect the validity of the other provisions of these terms and conditions. If provisions are declared null and void or destroyed at the request of the buyer, then the buyer will be bound now for then by the provisions to be replaced by Dobal bv, which provisions reflect as much as possible the original intention of the invalid c q. approach nullified provisions, but without being invalid.

### Article 2. Offers

1. Quotations from the user are without obligation and expire no later than 30 days after the date of the quotation
2. The delivery times and other periods stated for performances to be performed by the user are global and only informative; exceeding it does not entitle the potential buyer to compensation or dissolution.
3. Prices quoted by the user are, unless stated otherwise, based on performance during normal working hours and exclude transport, packaging, delivery and installation costs, VAT and other government levies.
4. User is only bound by its quotation if its acceptance is confirmed in writing

### Article 3. Delivery

1. Unless otherwise agreed, delivery is ex warehouse.
2. The buyer is obliged to take delivery of the purchased goods at the time when they are delivered to him or at the time when they are made available to him in accordance with the agreement.
3. If the buyer refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, the goods will be stored at the buyer's risk. In that case, the buyer will owe all additional costs, including in any case waiting times, storage and transport costs

### Article 4. Delivery time

1. Delivery times stated by the user are always approximate and are never strict deadlines.
2. In the event of late delivery, the buyer must therefore give the user written notice of default and give the user a reasonable term to still fulfil its obligations.
3. The delivery time specified by the user does not commence until all necessary information is in its possession.

#### Article 5. Part deliveries

1. The user is permitted to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If the goods are delivered in parts, the user is authorized to invoice each part separately

#### Article 6. Technical requirements, etc.

1. If the goods to be delivered in the Netherlands must be used outside the Netherlands, the user is not responsible for the goods to be delivered to comply with the technical requirements, standards and / or regulations set by laws or provisions of the country where the goods must be delivered. are used. This does not apply if at the conclusion of the agreement the use abroad is mentioned, together with all necessary data and specifications.
2. All other technical requirements set by the buyer for the goods to be delivered and which deviate from the normally applicable requirements, must be explicitly stated by the buyer when concluding the purchase agreement.

#### Article 7. Samples, models and examples

1. If the user has shown or provided a model, sample or example, this is presumed to have only been shown or provided by way of indication: the qualities of the goods to be delivered may deviate from the sample, model or example, unless explicitly stated. that would be delivered in accordance with the sample, model or example shown or provided

#### Article 8. Dissolution of the agreement

1. An agreement between the user and a buyer can be immediately dissolved in the following cases if, after the conclusion of the agreement, the user becomes aware of circumstances that give the user good grounds to fear that the buyer will not fulfill his obligations; if the user has asked the buyer to provide security for compliance when concluding the agreement and this security is not provided or is insufficient despite a summons. In the aforementioned cases, the user is authorized to suspend the further execution of the agreement or to proceed to dissolution of the agreement, all this without prejudice to the user's right to claim compensation.

#### Article 9. Guarantee

1. The User guarantees that the goods it supplies are free from material and manufacturing defects for a period of 12 months after delivery.
2. If the item shows a material or manufacturing defect, the buyer is entitled to repair of the item. The buyer is only entitled to replacement if repair of the item is not possible. The buyer must give the user the opportunity to investigate the correctness of the alleged defects.
3. The warranty does not apply if damage is the result of improper handling or failure to follow instructions correctly or if the item is used for purposes other than the appropriate
4. Incorrect treatment includes: (local) heating above 100 degrees Celsius, cleaning with aggressive chemicals that shorten the life of the product.

#### Article 10. Defects; complaint periods

1. The buyer must inspect the purchased goods or have them examined upon delivery or as soon as possible thereafter. In doing so, the buyer must check whether the delivered goods comply with the agreement, namely:
  - whether the correct goods have been delivered;
  - whether the delivered goods meet the agreed (quality) requirements
2. If visible defects or shortages are found, the buyer must report these to the user in writing within 3 days after delivery.
3. Invisible defects must be reported to the user in writing by the buyer within 3 days after discovery, but no later than 3 months after delivery.
4. Even if the other party submits a timely complaint, its obligation to pay and purchase orders placed remains.
5. Goods can only be returned to the user after prior written consent.

#### Article 11. Retention of title

1. All goods delivered by the user remain the property of the user until the buyer has fulfilled all obligations under all purchase agreements concluded with the user.
2. Goods delivered by the user that fall under the retention of title pursuant to paragraph 1, may only be resold in the context of normal business operations and may never be used as a means of payment. The buyer must always timely notify his purchasing counterparty in writing of the full content of this article before an agreement is concluded.
3. The buyer is not authorized to pledge or encumber in any other way the goods subject to retention of title.
4. The buyer gives unconditional and irrevocable permission to the user or to a third party to be designated by it, in all cases in which the user wishes to exercise its ownership rights, to enter all those places where the properties of the user will be located and those items. to take there.
5. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the buyer is obliged to inform the user of this as soon as may reasonably be expected.
6. The buyer undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.

#### Article 12. Price / Price increase

1. Unless explicitly stated otherwise, the prices quoted by us are in Euros, exclusive of VAT, ex warehouse.
2. If the user agrees on a certain price with the buyer, the user is nevertheless entitled to increase the price if the user can demonstrate that significant price changes have taken place between the time of the offer and delivery with regard to raw materials, currency and / or wages or otherwise. unforeseen circumstances
3. If the price increase is more than 10%, the buyer has the right to dissolve the agreement.

#### Article 13.Payment

1. Payment must be made within 10 days of the invoice date in a manner to be indicated by the user
2. After the expiry of 10 days after the invoice date, the buyer is in default by operation of law; From the moment of default, the buyer owes interest of 1% per month on the amount due, unless the statutory interest is higher, in which case the statutory interest applies.
3. In the event of the buyer's liquidation, bankruptcy or moratorium, the user's claims and the buyer's obligations towards the user will be immediately due and payable.
4. Payment must be made without discount or set-off
5. Payments made by the buyer always serve to settle in the first place all interest and costs owed, and in the second place of due and payable invoices that have been outstanding the longest, even if the buyer states that the payment relates to a later invoice.

#### Article 14.Collection costs

1. If the buyer is in default or fails to fulfill one or more of his obligations, all judicial and extrajudicial costs incurred in obtaining payment will be for the account of the buyer.
2. If the user demonstrates that he has incurred higher costs, which were reasonably necessary, these will also be eligible for reimbursement

#### Article 15.Liability

User is only liable towards the buyer in the following way:

1. After incorrect use as regulated in article 9 (Guarantee) from the original packaging or through processing, any liability of the user lapses. User is never liable for direct and indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption. Damage consisting of loss through goodwill or reduced proceeds is in no way eligible for compensation.
2. Complaints never give the buyer the right to suspend, set off or set off the fulfillment of his obligation. 3. User is only liable if damage is caused by intent or gross negligence on the part of the user or its employees; 4. The user's liability is limited to the amount of the payment to be made by the user's insurer in the present case.
5. If the insurance in any case does not provide cover or does not pay out, and the user is liable, the user's liability is limited to twice the invoice value of the transaction, at least that part of the transaction to which the liability relates.

#### Article 16. Force majeure

1. Force majeure is understood to mean any circumstance beyond the direct influence of the user or any circumstance that cannot be foreseen by the user in a reasonable manner, which temporarily or permanently prevents the fulfillment of the agreement. Such circumstances include: limiting epidemics, mobilization, war, revolution, strike, natural disasters, seizure, seizure, interruption of production of the suppliers of the company, failure in whole or in part of a third party from whom services are received or lack of raw materials, semi-finished products, auxiliary materials and / or energy, and any any other circumstance beyond the control of the user or any circumstance reasonably unforeseeable to it on the basis of which the user, if such a circumstance had been known to it at the time of the conclusion of the agreement concerned, would not have concluded this agreement or would not have concluded this agreement under the same conditions
2. During force majeure, the delivery and other obligations of the user will be suspended. If the period in which compliance with the obligations by the user is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement, without any there is an obligation to pay compensation.
3. If the user has already partially fulfilled its obligations when the force majeure commences, or can only partially fulfil its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the buyer is obliged to pay this invoice as concerned. it is a separate contract. However, this does not apply if the already delivered or deliverable part has no independent value

#### Article 17. Dispute Resolution

1. The court or subdistrict court in Utrecht has exclusive jurisdiction to hear disputes. Nevertheless, user has the right to summon the other party to appear before the competent court according to the law.

#### Article 18. Applicable law

1. Dutch law applies to every agreement between user and buyer. The Vienna Sales Convention is explicitly excluded
2. In the event of a discrepancy between the original version of these general terms and conditions in the Dutch language and the translation thereof into the English language, the original version in the Dutch language shall prevail.

#### Article 19. Changes and location of the conditions

1. The version in the Dutch language of these terms and conditions have been filed at the office of the Chamber of Commerce in Utrecht.
2. The most recently filed version or the version that applied at the time of the conclusion of the present transaction always applies.