



GENERAL TERMS AND CONDITIONS OF SAMLEX EUROPE B.V.

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Article 1: Applicability

- 1.1 These terms and conditions apply to all sales agreements concluded by us and/or the delivery of goods marketed by us, as well as to the interpretation and execution of said agreements.
- 1.2 A copy of these terms and conditions is available from us free of charge at any time upon request.
- 1.3 Any purchasing or other conditions of buyers/customers shall not apply, unless expressly accepted by us in writing.
- 1.4 The counterparty shall be deemed to have accepted the applicability of these terms and conditions also with respect to subsequent orders placed with, and agreements concluded with, Samlex Europe B.V.

Article 2: Quotations

- 2.1 All quotations made by us are without obligation unless a period for acceptance is specified in the quotation.
- 2.2 Quotations remain valid for three weeks.
- 2.3 All prices stated in the quotation are exclusive of VAT, unless otherwise indicated.
- 2.4 Oral agreements and/or promises made by our staff and/or representatives are not binding unless expressly confirmed by us in writing.
- 2.5 Each purchase and sale agreement is concluded under the suspensive condition that, based on information obtained by us, the buyer/customer is sufficiently creditworthy.
- 2.6 We at all times retain ownership and copyright of any designs, drawings, samples, and models provided with a quotation. These must be returned to us upon our first request.

Article 3: Conclusion of Agreement

- 3.1 An agreement is concluded once we have confirmed an order in writing.
- 3.2 Cancellation by the buyer/customer is only possible within three (3) days after dispatch of our written order confirmation.
- 3.3 Cancellation by us is also possible, provided it occurs within seven (7) days after conclusion of the agreement.
- 3.4 Cancellation must be made in writing by letter with confirmation of receipt and does not require justification.
- 3.5 If significant changes occur in the value of the Dutch currency in the country of origin of the goods, we are entitled to cancel the agreement or to charge the buyer/customer the corresponding price differences.

- 3.6 In no case shall we be obliged to pay damages in the situations referred to in paragraph 2 and/or 3 of this article.
- 3.7 Commitments or agreements made with employees of Samlex Europe B.V. who are not authorized to bind the company are not binding unless and insofar as they are recorded in writing by us.
- 3.8 Amendments and additions to an agreement are only binding if they have been agreed in writing between the parties.

Article 4: Delivery and Delivery Times

- 4.1 Delivery takes place ex our warehouse: once the goods leave our warehouse, the risk transfers to the buyer/customer.
- 4.2 The goods travel at the expense and risk of the buyer/customer, unless otherwise agreed in writing.
- 4.3 We are entitled to make partial deliveries. In such cases, the provisions of Article 5 of these terms and conditions remain fully applicable.
- 4.4 Delivery times are approximate and are not binding. Exceeding the delivery time, for any reason whatsoever, does not entitle the buyer/customer to dissolution, suspension of their obligations under the agreement, or any claim for damages.
- 4.5 Delivery times are in any case extended by the duration of any suspension of the agreement due to force majeure, whether such circumstances arose before or after the delivery should have taken place, as well as by the time during which the counterparty fails to perform any obligation under the agreement.

Article 5: Retention of Title

- 5.1 Goods delivered by us remain our property until the buyer has fulfilled all of the following obligations under all purchase agreements concluded with us:
- Payment(s) for the goods delivered or to be delivered;
 - Payment(s) for services performed or to be performed under such agreements;
 - Any claims arising from non-compliance by the buyer with one or more agreements.
- 5.2 Goods delivered by us that fall under retention of title may only be resold in the ordinary course of business. The buyer is not otherwise authorized to pledge the goods or establish any other right on them.
- 5.3 For goods delivered that have become the property of the buyer through payment and are still in the buyer's possession, we hereby reserve a right of pledge as referred to in Article 3:237 of the Dutch Civil Code, as security for claims other than those mentioned in paragraph 1 of this article, which Samlex Europe B.V. may have against the buyer. This right also applies to goods supplied by Samlex Europe B.V. that have been processed or altered by the buyer, causing Samlex Europe B.V. to lose its retention of title.
- 5.4 If the buyer fails to meet their obligations, or if there is a well-founded fear that they will not do so, we are entitled to remove or have removed the goods subject to retention of title from the buyer or third parties holding the goods on behalf of the buyer. The buyer is obliged to cooperate, under penalty of a fine of 10% of the amount owed per day.
- 5.5 If third parties attempt to establish or claim any right to the goods subject to retention of title, the buyer must inform us immediately.
- 5.6 The buyer undertakes, upon our first request: To insure and keep insured the goods delivered under retention of title against fire, explosion, water damage, and theft, and to provide the insurance policy for inspection;

- To pledge to us all claims the buyer has against insurers with respect to goods delivered under retention of title, as prescribed in Article 3:239 of the Dutch Civil Code;
- To pledge to us all claims the buyer obtains against their customers from resale of goods delivered under retention of title, as prescribed in Article 3:239 of the Dutch Civil Code;
- To mark the goods delivered under retention of title as our property;
- To otherwise cooperate with all reasonable measures we wish to take to protect our ownership rights in the goods, provided such measures do not unreasonably hinder the normal course of the buyer's business.

Article 6: Payment

- 6.1 Unless otherwise agreed, payment must be made within 14 days from the invoice date, without any discount or set-off.
- 6.2 In case of late payment, the counterparty shall be in default without any further notice or demand being required.
- 6.3 From the date of default, the counterparty owes us statutory interest.
- 6.4 In case of default, we are entitled to suspend future deliveries or demand advance cash payment.
- 6.5 If Samlex Europe B.V. must hand over its claim for collection to third parties, the counterparty shall pay the associated judicial and extrajudicial costs. Extrajudicial costs are set at the collection rate of the Dutch Bar Association, with a minimum of €500, without prejudice to our right to claim higher actual costs if incurred.
- 6.6 We are entitled to demand security or advance cash payment from the counterparty prior to delivery.

Article 7: Complaints

- 7.1 The buyer/customer must check the delivered goods immediately upon receipt for completeness and quality.
- 7.2 Unless otherwise agreed, complaints must be submitted to us in writing within 8 days of receipt of the goods; otherwise, the buyer/customer is deemed to have accepted the goods in full and in perfect condition.
- 7.3 If a complaint is justified, we shall, at our discretion, either repair the goods free of charge, replace them with similar goods free of charge, or credit the buyer/customer.

Article 8: Returns

- 8.1 Returns will not be accepted by us unless expressly approved in writing in advance.

Article 9: Force Majeure

- 9.1 We shall not be liable insofar as we are unable to fulfill our obligations due to circumstances not attributable to us.
- 9.2 Force majeure shall include any external cause and any circumstance which, in all reasonableness, should not be for our account. Delays or failures by suppliers, transportation issues, and strikes expressly constitute force majeure.

9.3 If and insofar as we cannot fulfill our obligations due to force majeure, the buyer/customer is entitled to suspend payment obligations corresponding to the duration of the force majeure.

9.4 If the force majeure lasts longer than three months, or if it becomes clear that it will last longer than three months, both parties may terminate the agreement prematurely.

Article 10: Liability

10.1 With regard to delivered goods, we are only liable subject to the following:

a) If we have provided a warranty, liability shall be accepted only insofar as it arises from such warranty.

b) Our liability lapses in cases of force majeure.

c) Our liability is limited to an amount equal to the invoice value insofar as the liability relates to lost profits and/or downtime.

d) Our liability shall at all times be limited to an amount equal to 100% of the invoice value.

e) We exclude liability for our goods entirely, particularly where these are manufactured in compliance with mandatory government regulations. We accept no liability for direct or indirect damages caused by non-performance, partial performance, or defective performance, except where expressly provided for in these conditions.

f) The counterparty shall indemnify us against any claims by third parties for compensation of costs, damages, and interest, which such third parties may assert against Samlex Europe B.V. in connection with the performance of the agreement. The counterparty is also obliged to indemnify us against all costs, damages, and interest arising from legal claims brought against us by third parties.

Article 11: Applicable Law and Competent Court

11.1 All agreements are governed exclusively by Dutch law.

11.2 All disputes shall, unless otherwise required by mandatory legal provisions, be submitted exclusively to the competent court in Haarlem.