

## **GENERAL TERMS AND CONDITIONS**

General Terms and Conditions of the private limited liability company AANGENAAM XL B.V., with its registered head office in Berg en Dal (The Netherlands), as filed with the Chamber of Commerce in Nijmegen (The Netherlands) under registration number 51031450.

### **Article 1: APPLICABILITY**

1.1 These General Terms and Conditions apply to all the vendor's offers and agreements, including quotations.

1.2 All the vendor's offers and agreements are subject only to these General Terms and Conditions, regardless of any (earlier) references to the General Terms and Conditions of the buyer or any third party. The vendor explicitly rejects the application of any General Terms and Conditions by the buyer and, therefore, has never accepted such terms and conditions in any way.

1.3 Special provisions at variance with the vendor's General Terms and Conditions shall be binding only with the vendor's written consent.

### **Article 2: OFFER AND ACCEPTANCE**

2.1 All the vendor's offers, including price quotations, brochures, prospectuses and price lists, are made without obligation and may be withdrawn by the vendor, even after acceptance by the buyer, without regard to any procedural rules. Any withdrawal of an offer by the vendor following its acceptance shall take place within two days of such acceptance.

2.2 Acceptance of terms at variance with the vendor's offer shall be regarded as a rejection of the original offer and as a new offer that is not binding on the vendor, even if such acceptance varies from the vendor's offer only in relation to secondary points.

### **Article 3: DELIVERY**

3.1 Stated delivery dates and times can in no case be regarded as grounds for the forfeiture of rights. In the event of late delivery, the vendor should be sent written notice of default.

3.2 All transport costs shall be borne by the client. Goods will not be delivered on a free destination basis unless agreed otherwise in writing. The transport costs cover the delivery of the merchandise, deposited on the footpath of the delivery address.

3.3 Deliveries of goods shall be made at the buyer's risk.

3.4 Upon receipt of your order, we shall issue you with a pro-forma invoice. The delivery lead time will start

to run as soon as the pro-forma invoice has been settled. The delivery lead time ranges between 6 and 8 weeks unless agreed otherwise in writing.

### **Article 4: PRICES**

4.1 All prices are quoted ex works, factory or warehouse, exclusive of value-added tax (VAT) and other government duties.

4.2 If changes occur in cost price factors, including, but not confined to essential aids, raw materials or parts of the goods to be delivered and/or movements in exchange rates, after agreements are contracted, the vendor has the right to pass on such costs in the price.

4.3 If the buyer is a consumer (a natural person who is not conducting the transaction in the practice of a profession or operation of a business) and the vendor avails itself of its right as laid down in Clause 2 of this Article, the buyer/consumer has the right to cancel the agreement.

4.4 Price increases resulting from additions to and changes of the order shall be borne by the buyer in all cases.

#### **Article 5: FORCE MAJEURE**

5.1 The vendor is not bound to comply with any commitment if it is prevented from doing so by circumstances that are not due to any fault on the part of the vendor and for which it cannot be held responsible, legally or according to generally accepted trading practices.

5.2 If the vendor is unable to meet its contractual commitments, or is unable to do so on time due to force major or other exceptional circumstances, including but not confined to strikes, delays in the supply of raw materials and/or semi-manufacture or fire at the premises of the vendor or its suppliers, the vendor has the right to fulfil the order within a reasonable period or, if this is not possible, to cancel the agreement in part or in full.

5.3 In the cases referred to in Clauses 1 and 2 of this Article, the buyer does not have the right to cancel the agreement and/or to claim compensation.

#### **Article 6: RETENTION OF TITLE**

6.1 The vendor retains title to delivered goods until payment has been received in full for all goods delivered to, or still to be delivered to the buyer, or all services performed or still to be performed in connection with the delivery, as well as payment of all possible receivables that may result from non-compliance with such agreements, including receivables of collection costs, interest and penalties.

6.2 As long as the buyer has not paid the above receivables, the buyer is not entitled to encumber goods delivered by the vendor with any rights of pledge or non-possessor pledge, and undertakes, at the vendor's earliest request, to notify third parties wishing to attach such rights to the goods that it is not authorised to establish any such pledge. The buyer also undertakes to refrain from signing any deed establishing rights of pledge to the goods and shall be guilty of misappropriation if it does so in such circumstances.

6.3 If the buyer fails to comply with any contractual commitment to the vendor in relation to the goods delivered or to be delivered or purchased, the vendor has the right, without being required to issue notice of default, to reclaim the goods, regardless of whether these have been processed. The buyer authorises the vendor to enter the premises at which the goods are held.

#### **Article 7: RIGHT OF PLEDGE**

7.1 In as far as the vendor cannot claim any retention of title within the meaning of Article 6 of these Terms and Conditions, the vendor transfers the goods to be delivered to the buyer under reservation of a non-possessor pledge.

7.2 If the buyer fails to meet its contractual commitments to the vendor, the vendor retains the right to establish a right of pledge to all existing and future moveable assets owned by the buyer, delivered by the vendor or otherwise, and to all the buyer's existing and future receivables from third parties.

7.3 In connection with the provisions of Clauses 1 and 2 of this Article, the buyer is required to co-operate in the preparation and signature of a deed of pledge. The costs thereof to be borne by the buyer.

**Article 8: COMPLAINTS**

8.1 The buyer undertakes to inspect goods thoroughly for defects on delivery, and if such defects are found, to notify the vendor without delay, in writing. If the buyer does not provide the vendor with written notification of defects that would be revealed by a thorough inspection within eight days of delivery, the buyer shall be deemed to have accepted the goods in the condition in which they were delivered and all rights of recovery shall lapse.

8.2 If the buyer does not notify the vendor in writing of any shortcomings in performance that could not have been detected in an initial thorough inspection (as referred to in Clause 1 of this Article) within eight days of the date on which shortcomings are detected, or should reasonably have been detected, the buyers rights of recovery shall lapse.

8.3 The vendor should be enabled to verify complaints submitted without delay. At all times, the buyer should afford the vendor an opportunity to repair any defects.

8.4 The buyer shall surrender all its rights and powers on the grounds of defective deliveries if it fails to submit a complaint within the term specified above, and/or to provide the vendor with an opportunity to repair the defects and/or has not taken due care to detect such defects at the earliest opportunity.

8.5 If the complaint is justified, in the vendor's view, the vendor shall, at its own discretion, pay compensation up to a maximum of the invoiced value of the delivered goods, or shall replace the delivered goods free of charge. The vendor is not liable for any further compensation for damages or costs of any description.

**Article 9: RIGHT OF RETENTION**

9.1 Without prejudice to its statutory right of retention, the vendor has the right to retain any of the buyer's goods made available to it under any form of title, until full payment of all its receivables from the buyer has been made, unless the buyer has provided satisfactory security for the receivables in question.

**Article 10: LIABILITY AND INDEMNIFICATION**

10.1 The vendor is not liable for any damages resulting from the failure of the goods it delivers to comply with statutory or other government requirements relating to (the use of) such goods.

10.2 Without prejudice to the other provisions of these General Terms and Conditions, the vendor is not liable for damages due to any cause, including all direct and indirect damages such as consequential loss or loss of profits, unless such liability results from malicious intent or gross negligence on the part of the vendor, its employees and/or assistants.

10.3 Any statutory or contractual liability of the vendor resulting from agreements contracted with the buyer is limited to the purchase price of the goods in question.

10.4 The vendor's liability is in any event limited at all times to the amount for which the vendor is insured.

10.5 Claims for damages resulting from the foregoing must be submitted to the vendor in writing within eight days of the date on which the damages occurred or the date on which the buyer could have detected such damages, on penalty of the loss of all the buyer's rights to claim compensation for damages.

10.6 The buyer indemnifies the vendor against all third party claims for damages caused by or in connection with the goods delivered by the vendor.

10.7 Our products are not treated in whatever manner unless stated otherwise or agreed upon.

**Article 11: PAYMENT**

11.1 The buyer will make a 25% down payment prior to preparation of it's order within 7 days (as mentioned in the terms of payment agreed upon between vendor and buyer) after invoice date without any deductions. The remaining 75% is to be paid prior to releasing/shipping the order to buyer.

Settlement of receivables from the vendor against payments is not permitted.

11.2 The vendor has the right at all times to require pre-payment, cash payment or security for payments.

11.3 All due dates for payment are final dates, to be observed on penalty of forfeiture of rights.

11.4 If the vendor has any receivables from the buyer that do not relate to goods delivered, or to be delivered, or any receivables resulting from non-compliance with such agreements, any amounts received from the buyer shall first be applied to settle such receivables.

11.5 Except in cases as referred to in Clause 4 of this Article, all payments made by the buyer shall first be applied to settle any interest and costs due, then the oldest outstanding invoice(s), even if the buyer states that the payment relates to a later invoice.

11.6 If the buyer fails to meet one or more payment commitments, or fails to do so on time, the buyer shall owe the vendor interest of 1.5% per month for all overdue payments as from the final date, with any remaining part of a month being regarded as a full month. The buyer is also liable for all judicial and extra-judicial costs. The extra-judicial collection costs are fixed at 15% of the amount due.

**Article 12: APPLICABLE LAW AND DISPUTES**

12.1 All the vendor's agreements are subject to Dutch law only.

12.2 If the dispute falls within the statutory competence of a court, it shall be brought before the District Court of Amsterdam or another competent court in The Netherlands, at the discretion of the vendor. 12.3 If the buyer is a consumer, a term of one month after the date on which the buyer exercises his or her right as laid down in Clause 2 of this Article applies for the choice of a competent court.

12.3 Please be aware that we are legally not allowed to deliver certain products to customers having their habitat in a country mentioned in the Sanctions Risk list COUNTRIES (<http://www.bscn.nl/nl/sanctions-consulting/sanctions-list-countries>) nor to sanctioned end users as mentioned in <http://sanctionssearch.ofac.treas.gov/>.