

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Definitions

- 1.1.

The following definitions apply to these general terms and conditions of sale and delivery:

 - seller: the private limited liability company M.I.P. Megasolutions B.V., established in Moerdijk according to its Articles of association;
 - seller: the opposing party of the seller in an agreement or other legal relationship;
 - agreement: any agreement between the seller and purchaser and any amendment or supplement thereto;
 - goods: any material objects that are (will be) delivered to the purchaser in execution of an agreement;
 - terms and conditions: these general terms and conditions of sale and delivery.

2. Applicability

- 2.1.

These terms and conditions apply to all legal relations between the seller and the purchaser, including offers and agreements.
- 2.2.

By accepting the offer made by the seller, the purchaser also accepts the applicability of these terms and conditions. The seller expressly rejects the applicability of the purchaser's general terms and conditions.
- 2.3.

Derogation from and/or additions to these terms and conditions apply only if and to the extent that a competent representative of the seller has expressly accepted them in writing. An agreed derogation or addition only relates to the delivery for which this has been agreed.

3. Offer and acceptance

- 3.1.

Any offers and price quotations made in any manner by or on behalf of the seller are non-committal unless they contain an acceptance deadline. Offers stated in folders, price-lists, the website, etc. are non-committal. If a purchaser accepts a non-committal offer, then seller has the right to revoke the offer.
- 3.2.

The seller is fully at liberty to accept or not to accept orders from a purchaser.
- 3.3.

Agreements only take effect after the seller has confirmed them in writing and after the seller has found the purchaser to be creditworthy.
- 3.4.

Sizes, weights, images and technical data stated in the seller's offers, catalogues, circulars and other advertising material are non-committal and do not bind the seller and the purchaser cannot derive any rights from them.

4. Delivery, risk transfer and advertisement

- 4.1.

Unless there is an agreement to the contrary in writing, delivery takes place ex factory and the goods to be delivered are at the purchaser's risk expense and risk from the moment they leave the factory.
- 4.2.

If and to the extent that the seller ensures that the goods are transported, such fact will not prejudice the provision laid down in Article 4.1. The seller determines the means of transport. Unless there is an agreement to the contrary, the purchaser is obliged to receive the goods in the agreed place and to unload them within one day after the goods have arrived.
- 4.3.

As from the moment that the goods are at the purchaser's expense and risk, the latter will ensure that the goods are adequately insured against any possible risks such as – but not limited to – loss, theft, damage and/or the destruction of the goods.
- 4.4.

If the date of the actual delivery is postponed at the purchaser's request or due to an action on his, her or its part, if the purchaser requests delivery in parts and/or goods are not fetched and the purchaser takes care of the transport, then the risk of the goods nevertheless transfers to the purchaser after a period of 14 days has passed after the seller communicated to the purchaser that the goods were ready to be delivered. The seller is entitled to invoice the purchaser for the goods from that moment. The purchaser is liable for any costs for additional transport, storage, insurance and/or other additional costs.
- 4.5.

Any rights alleged by the purchaser for the failure in complying with the seller's obligations must be invoked in writing by registered letter within eight days after the purchaser discovered the defect or could reasonably have discovered it, failing which the purchaser's rights lapse. The purchaser's rights in this regard will also lapse if he has personally attempted to (have someone) repair it without the seller's express written consent.
- 4.6.

The seller's products are produced by using natural raw materials, as a result of which one cannot exclude that there may be colour differences in one and the same product. Such colour differences can never be regarded as defects and cannot give cause for refusing to take receipt of the goods or to reduce the price, neither can this constitute any grounds for any other legal claim by the purchaser.
- 4.7.

If an object that has been delivered appears to be defective and all the above-mentioned procedural prescriptions have been duly regarded, the seller will either repair the defect, deliver a replacement product or issue a credit note to the purchaser for the amount corresponding to the complaint, fully at the seller's discretion and without the purchaser being able to claim compensation for damages from the seller.
- 4.8.

Unless it has been expressly agreed otherwise, the purchaser is responsible, and will assume responsibility for, obtaining any permits, road blocks and other authorisation necessary to transport the goods. The purchaser will ensure that the place where the goods must be delivered are well and duly accessible and that the goods can be delivered without any interruptions or hindrances. All these factors have an influence on the price and delivery times. The purchaser is liable for the pursuant additional costs.
- 4.9.

Unless it has been expressly agreed otherwise, the purchaser is responsible for providing reliable hoisting, fastening, jacking and/or lashing points that must be strong enough for transport, loading and unloading purposes.
- 4.10.

The purchaser will ensure that the working conditions on the site where the goods must be delivered, in particular with regard to health and safety, are appropriate and fully in accordance with the legislation, regulations and required criteria. The purchaser will act in accordance with any legislation, regulations, decrees and/or other requirements and instructions issued by governments and/or other authorities.

5. Delivery periods

- 5.1.

The seller determines the approximate delivery period and, unless there is a written agreement to the contrary, such delivery period is never to be regarded as a final deadline.
- 5.2.

The fact that the seller exceeds the determined approximate delivery period does not give the purchaser the right not to fulfil his obligations or to suspend them and does not give the purchaser the right to claim any compensation for damages.

6. Prices, payment and set-off

- 6.1.

Prices for the goods delivered to the purchaser depend on the prices applicable at the time that the price quotation is made and the order placed. The seller is entitled to charge any price rises pursuant to matters such as changes to exchange rates, taxes, levies, prices for consignments and raw materials and purchasing costs. All prices exclude VAT and any other taxes and levies owed to the government as they apply at the time the delivery is made.
- 6.2.

Unless it has been agreed otherwise, invoices must be paid in full within 14 days following the invoice date.
- 6.3.

Subject to penalty of the lapse of all rights, the purchaser must have submitted complaints regarding the invoice in writing within the payment period.
- 6.4.

The purchaser will pay the seller without any set-off, reduction or suspension. The seller is competent to set-off any amounts that it can claim from the purchaser against the amounts that the seller owes or will owe to the purchaser.
- 6.5.

If payment is not made within 14 days after invoice date, the purchaser will be in default by operation of law and without any further notice of default. In the case of default, the seller's claim is immediately due and payable and the purchaser is obliged to pay the seller late payment interest for the amounts owed, which will be equal to the statutory commercial interest referred to in Article 6:119a of the Civil Code.
- 6.6.

If there are founded grounds to fear that the purchaser will not fulfil his, her or its obligations, then the seller is entitled to suspend its obligation, upon which the seller is entitled to expect the purchaser to provide sufficient guarantee that all his, her or its obligations will be fulfilled.
- 6.7.

If the purchaser does not fulfil his, her or its payment obligations or does not do so in good time, he, she or it is liable for the extra-legal collection fees. The extra-legal expenses are charged for the amount in accordance with Article 2 of the Decree of 27 March 2012 on the rules standardising the payment for fees to obtain payment extra-judicially (Decree payment for extra-legal collection fees).
- 6.8.

Payment by or from the purchaser successively fall within the purview of the following: the fulfilment of the extra-legal collection fees owed by the purchaser, the judicial costs, the interest owed and, subsequently, the outstanding principal amounts according to how old they are, regardless of any indication by the purchaser.

7. Reservation of ownership

- 7.1.

The goods delivered by the seller remain the seller's property as long as the purchaser has not fully paid the purchase price on the grounds of the agreement or claimed amounts on any grounds whatsoever, including interest, costs and compensation for damages for the goods delivered.
- 7.2.

The purchaser is forbidden to transfer these goods to third parties in ownership, as security or in the *de facto* possession of the third parties before the moment that he, she or it has made the performance owed, therefore, before the moment at which the purchaser became owner of the goods referred to above.
- 7.3.

The purchaser is only entitled to resell the goods reserved in property if that is expressly allowed by the seller in writing, in which case the condition will always apply that such re-sale will be made within the framework of the purchaser's normal business operations.
- 7.4.

The purchaser is not allowed to export goods that the seller has delivered to him, her or it without the seller's advance written consent.
- 7.5.

If the purchaser does not comply with the above-mentioned obligations, the purchase price is immediately due and payable in full, without prejudice to the seller's right to compensation for damages.
- 7.6.

Without prejudice to the above rights accruing to the seller, the latter is authorised by the purchaser to repossess the goods that the seller delivered or, if the said goods have been fitted to movable goods or immovable property, to dismount and repossess them wherever such goods may be found without any notice of default or judicial intervention if the purchaser does not fulfil the payment obligations concluded vis-à-vis the seller or does not do so in good time. The purchaser will provide full cooperation to this end.

8. Liability and force majeure

- 8.1.

The seller is not liable for any direct or indirect damage, pursuant to any cause whatsoever, to goods or persons as a result of, or, in the broadest sense, connected to, the goods delivered by the seller unless the damage is the result of intent or wilful recklessness on the part of the seller and/or supervisory persons falling under the corporate management of the seller.
- 8.2.

Neither is the seller liable for consequential loss, including damage to business, stagnation loss, production loss, immaterial loss, lost profit and fines.
- 8.3.

As outlined above, liability for damage is excluded if the purchaser has or could reasonably have taken out an insurance policy relating to the risk of such damage.
- 8.4.

If it is established on the grounds of statutory provisions that the seller is liable after all, then such liability is at all times limited to the amount for which the seller took out an insurance policy and for which actual cover is granted. If, for any reason whatsoever, there is not payment by virtue of the insurance policy, any liability is limited to a maximum of EUR 250,000.00. Any more far-reaching liability for damage is excluded.
- 8.5.

The purchaser indemnifies the seller against any third-party claims regarding any damage suffered or to be suffered by such third parties.
- 8.6.

Any liability on the part of the seller vis-à-vis the purchaser lapses in any event after the guarantee period applicable to the respective goods expires.
- 8.7.

The seller is not liable for any delay, non-delivery or incorrect delivery which is the direct or indirect consequence of a non-attributable failure.
- 8.8.

A failure that cannot be attributed to the seller is understood to mean any incident beyond the will of the seller, which temporarily or permanently hinders or delays fulfilment, as well as the following to the extent that such is not already included in the preceding description: war, rioting, molestation, fire, water damage, flooding, strike, illness, pandemic, lack of personnel, raw materials and/or equipment, government measures, including import and trade restrictions, defects in and/or damage of means of production and business and transport disruptions of whatever nature, both in the seller's business as in that of third parties, whose equipment or raw materials the seller fully or partially needs to incorporate and, furthermore, generated by any other causes falling outside the fault or risk environment of the seller.
- 8.9.

If the seller cannot comply with the agreement due to a non-attributable failure, the seller has the right to execute the agreement at a later point in time or to terminate the agreement, as the seller chooses and without being obliged to pay any compensation for damages whatsoever.

9. Termination and suspension

- 9.1.

If the purchaser does not fulfil any obligation arising from the agreement for him, her or it, does not do so in good time or adequately and in the case where the purchaser is declared in a state of bankruptcy, if he, she or it has requested to be granted payment deferral or judicial debt remission arrangements, his, her or its goods or receivables are attached, in the case of closing-down, stoppage, dissolution or liquidation of the purchaser or his, her or its company or if the purchaser loses the capacity of disposing of his own assets or of a part thereof in any other manner, the seller is entitled, as it chooses and without any further notice of default or judicial intervention and without being obliged to pay any compensation for damages, to suspend the delivery of the goods and/or to terminate the respective agreement by means of a written declaration to the purchaser, with immediate effect, without prejudice to any other rights accruing to the seller. Furthermore, all the seller's claims vis-à-vis the purchaser become due and payable forthwith.
- 9.2.

In the case of termination, the purchaser is obliged to compensate the seller for any damage that the latter suffers as a result.

10. Intellectual property

- 10.1.

The seller reserves any intellectual property rights relating to the goods delivered and/or manufactured by the seller and the information provided with such delivered or manufactured goods, including but not restricted to, drafts, sketches, drawings, models, images, texts, operating instructions, etc.
- 10.2.

The purchaser is forbidden to disclose, distribute, copy or sell off the goods delivered and/or manufactured by the seller and the information provided with such delivered or manufactured goods, including but not restricted to, drafts, sketches, drawings, models, images, texts, operating instructions, etc. without the seller's consent, subject to an immediately due and payable penalty of EUR 250,000.00 per violation, as well as a penalty of EUR 25,000 for every day that the violation continues, without prejudice to the seller's right to full compensation for damages to the extent that the damage might amount to more than the above-mentioned penalty amount.
- 10.3.

The seller is not liable for damage that the purchaser suffers as a result of a violation of the intellectual property rights of third parties. The purchaser indemnifies the seller for any third-party claim relating to a violation of intellectual property rights.

11. Guarantee

- 11.1.

It is standard procedure that the seller provides a guarantee for the goods that it has delivered, the guarantee period of which is 6 months following delivery, unless there has been an agreement to the contrary.
- 11.2.

The purchaser will return the goods or parts to the seller at his, her or its costs. The seller is liable for the labour wages and costs of components or replacement products incurred pursuant to the fact that disruptions and other defects in the goods need to be remedied. Replaced components or goods become the property of the seller after the guarantee has been invoked.
- 11.3.

Besides the remedy of a disruption and/or other defect in accordance with the conditions outlined in this article, the guarantee does not include any right to any other type of payments, more far-reaching right and/or any form of compensation for damages from the seller.
- 11.4.

Disruptions or other defects as a result of the following are not covered by the guarantee:

 - incorrect set-up or installation, for example, by not duly regarding the applicable (safety) prescriptions or instructions in the user, fitting and mounting manual;
 - incorrect and improper use, as well as incorrect operation or incorrect burdening of the goods;
 - external influences such as transport, weather conditions or other natural phenomena and other external causes;
 - installation, mounting, change or repairs performed by persons or organisations not trained, authorised and/or designated by the seller for these activities;
 - use of non-original components;
 - normal wear and tear;
 - maintenance service not performed or performed incorrectly;
 - defects to or unsuitability of goods provided or prescribed by the purchaser;
 - defects to or unsuitability of equipment or resources used by the purchaser.
- 11.5.

The guarantee does not apply if and as long as the purchaser is in default vis-à-vis the seller or the inadequacy or defect is fully or partially the consequence of prescriptions laid down or to be laid down by the government regarding the nature or quality of the material used.

12. Conversion and interpretation

- 12.1.

If a provision of these terms and conditions is fully or partially qualified by the court as unreasonably aggravating or in conflict with reasonableness and fairness, then such provision will be allocated as much corresponding meaning with regard to content and purview that it can indeed be invoked.
- 12.2.

The nullity or subjection to annulment of any provision of these terms and conditions does not affect the validity of the other provisions of these terms and conditions.

13. Applicable law and competent judge

- 13.1.

Dutch law governs all legal relations between the seller and the purchaser. Applicability of the Vienna Sales Convention is expressly excluded.
- 13.2.

Any disputes arising from the agreements between the seller and the purchaser will firstly be filed with and settled by the competent judge of the court of Zeeland-West-Brabant, located in Breda.

14. Deposit

- 14.1.

These general terms and conditions have been deposited with the Chamber of Commerce and will be sent to the purchaser free of charge whenever requested.