

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FRANKENHUIS BV

### I SCOPE OF CONDITIONS

1. The concluded quotations, sales and deliveries by Frankenhuis with its clients shall only be carried out according to these terms and conditions. They also apply to all future quotations, sales and deliveries even if this is not explicitly agreed. Confirmations to the contraries of the buyer referring to his terms and conditions are not recognised.
2. Deviation of these terms and conditions is only valid when confirmed by us in writing.
3. Unless appearing otherwise stated in a written agreement or in these terms, the "Incoterms 2010" apply.

### II QUOTATION, ORDER CONFIRMATION AND CONTRACT

1. Our quotations are without obligation and not binding. All quotations and order confirmations are only valid when recorded in writing. This also applies to additions, modifications and additional agreements. The contract date shall be the date stated on the order confirmation. Termination is only possible by the end of the current contract term by registered letter and subject to a notice of at least six months.

### III PRICES

1. The prices mentioned in the quotations, contracts and order confirmations are based on the at the moment of issue or closure existing taxes and charges on or regarding the goods to be delivered. The prices mentioned in the quotations, contracts and order confirmation are also based on the at the moment of issue or closure existing freight rates and insurance premiums on or regarding the goods delivered by us to the agreed place of delivery. Increases in these are for the account of the buyer.
2. Frankenhuis explicitly reserves the right to increase its prices during the length of the agreement if our costs increase due to circumstances beyond our control, e.g. in case of an increase in labour costs, a change in exchange rates, an increase in energy prices or an increase of processing prices. Should the price be increased by more than 5% within one (1) calendar year, the buyer is entitled to terminate the agreement prematurely by the date on which the price increase takes effect.
3. Without prejudice to the other provisions in this chapter, Frankenhuis reserves the right to adjust its prices annually in accordance with the development of the price level in the industry.
4. If the buyer does not take delivery of the goods within the agreed delivery time, we are entitled to re-set the prices.

### IV DELIVERY

1. The dates and time limits mentioned by us are non-binding unless explicitly agreed otherwise.
2. Unless otherwise apparent from the order confirmation, shipment will be carried out according to the "Incoterms 2010".
3. Unless transport is taken care of by the buyer, the mode of transportation for shipping will be chosen by us.
4. If the buyer does not call off on time, we have the right to claim immediate and prior payment for all goods to be supplied, against the offer of the goods to be delivered, or to cancel the order for the part not yet delivered, without the buyer being able to make any statutory claims for damages.
5. In the event of overdue delivery, Frankenhuis will be given a written notice by the buyer specifying a time limit within which the goods can be delivered. If this time limit is exceeded, the buyer is entitled to cancel the agreement, insofar as the agreement has not yet been executed. Claims for damages due to late delivery are excluded.

6. Delay in the delivery as a result of force majeure and resulting from circumstances not attributable to us and that make the delivery difficult or impossible for us - including lack of raw materials, malfunction, strike, exclusion, lack of staff, absence of means of transport, government measures, etc., even if these circumstances occur with our raw material suppliers - free us from our obligation to deliver within the agreed time limit for the time these circumstances and the consequences occur and give us the right to cancel the agreement, insofar as the agreement has not yet been executed. Claims for damages due to late delivery are excluded.
7. If the economic life in the country of the buyer causes a serious stagnation due to war, civil war or similar events, we have the right to cancel the agreement, insofar as the agreement has not yet been executed.
8. If Frankenhuis has already partially fulfilled its obligations on the occurrence of force majeure or is only able to fulfil part of its obligations, Frankenhuis is entitled to invoice the performed and/or to be performed part separately and the buyer is obliged to pay the invoice as if it concerns a separate agreement.
9. Every delivery under a contract is seen as a separate delivery and each claim regarding a delivery has no impact on the other deliveries that are part of the contract.

## V QUANTITIES

1. The delivery and invoicing, unless otherwise agreed, occur based on the delivered weight/quantity, at the moment of the consignment of goods. Frankenhuis has the right to deliver 5% more or less than the contracted quantity.

## VI PAYMENT

1. Unless stated otherwise in a written agreement, all our deliveries occur against payment within 30 days after invoice date without right to discount, settlement or suspension, in which the buyer is in default by operation of law, therefore without any further notice of default being required and is required to pay the statutory commercial interest rate to Frankenhuis from the due date.
2. The judicial and extrajudicial collection costs of all amounts owed to Frankenhuis are for the account of the buyer. The extrajudicial costs shall be set at 15% of the amount which is still due, such costs amounting to a minimum of € 250.
3. Payments shall always be applied first to settle the extrajudicial costs, then to reduce the interest and subsequently the oldest invoice.
4. Payment is only deemed to have been done insofar as we have the amount at our disposal.
5. If after a written reminder for payment the buyer remains in default to fulfil his payment obligations and when circumstances that make creditworthiness uncertain are made known to us, we have the right to immediately cancel or suspend any subsequent deliveries until the buyer has fulfilled his obligation. We also have the right to demand the entire residual claim, request pre-payment or security.
6. Buyer is required to pay us all damages caused by non-payment or late payment. This includes the damage resulting from exchange rate loss. This also includes the possibility that the buyer has timely made the payment at the place he has his domicile but that the payment took place in a way that was disadvantageous to us due to circumstances beyond control of the buyer. Costs of collection, both judicial and extrajudicial, shall be charged to the buyer.
7. Buyer is only entitled to set off, withholding payments, reduction etc., even when complaints have been registered, if this has explicitly been confirmed in writing by us or if the counterclaim has been legally determined.

## VII RETENTION OF OWNERSHIP

1. As long as not all claims on the buyer, which are due to us now or in the future under any legal basis, have been met we reserve the right to the subsequent securities, which we will renounce upon request, insofar their value exceeds the claim with more than 20%.
2. The goods remain our property. Handling or modification always occurs for us as a manufacturer, but without giving rise to any obligation from us. If by any sort of agreement our (co-)ownership is lost, we shall already now acquire (co-)ownership of the buyer in the total party in proportion to the invoice value. Goods, of which our (co-)ownership is determined, will be regarded as reserved goods.
3. Buyer is entitled to process and dispose of the reserved goods in the ordinary course of trade, provided there are no payment arrears. Pledging or transfer of ownership as collateral is not allowed. Arisen claims from the resale of reserved goods or arisen claims on other legal grounds regarding the reserved goods will be completely transferred to us.
4. If buyer does not comply with the agreement, in particular when payment arrears occurs, we are entitled to take back the reserved goods at the buyer's expense.
5. Buyer is obligated to insure the reserved goods against loss and show evidence of insurance on our request. Buyer transfers any claims for insurance payment to us.
6. At our request, buyer is obligated to assist us with all measures we will take to protect our rights to reserved goods. VIII TRANSFER OF RISK 1. The risk will pass to buyer as soon as the goods are transferred to the person who takes care of the transport or if the goods have left the warehouse with the purpose of shipment. If shipment is made impossible beyond our control, the risk will transfer to the buyer, simultaneously with the notification that the goods are ready for shipment.

## IX GUARANTEE

1. We guarantee the quality of the goods we deliver within the frame of the specifications indicated by us. If our goods are defective or in the absence of characteristics attributed to them, we, under exclusion of any liability of the buyer – in particular under exclusion of consequential loss of the buyer – will deliver substitute goods or correct the faults, as we so choose. Repeated improvements are permitted. If we do not succeed to make a replacement delivery or repair the defects within a reasonable time limit, the buyer can choose to cancel the agreement. Frankenhuis is never liable for trading losses, consequential loss or indirect damages, unless this is due to an intentional act or gross negligence on the part of Frankenhuis.
2. Guarantees are excluded for goods that are sold without guarantee or as second choice. Guarantee with regard to slight deviation in colour, quality or size is also excluded.
3. Complaints concerning the quantity need to be communicated to Frankenhuis immediately, in writing, at the latest within 7 days of delivery. The period for complaints concerning the quality is 30 days. Complaints will not be accepted if the goods concerning the complaints are treated, processed or sold on. After above-mentioned periods, warranty claims will not be taken into consideration.
4. If no intentional act or gross negligence can be attributed to us or those who were involved with the sale and delivery, compensation is excluded for:
  - impossibility to deliver
  - unintended violation of this agreement
  - unlawful acts

## X PACKAGING

1. If buyer does not return design and packaging materials that remain property of the seller in pristine condition within the time limit determined by the seller and in accordance with the defined provisions, we are entitled to charge these costs to the buyer.

**XI BRANDS**

1. If we sell goods under trademark, this brand is not allowed to be used for products manufactured from these goods without our prior written permission.

**XII COMPETENCE JUDGE ETC.**

1. Dutch law applies to these sales and delivery conditions and to all legal procedures between us and buyer.
2. We reserve the right to summon the debtor to appear in the court having jurisdiction at the place where the debtor has his domicile.
3. In case a definition in these conditions should become invalid, the validity of all the remaining definitions is not affected.