

## GENERAL CONDITIONS OF SALE AND DELIVERY of the private limited company **Cebo Holland B.V.**

Cebo Holland B.V. has its with its registered office in IJmuiden, The Netherlands, and is registered with the Dutch Chamber of Commerce under no. 34044683.

These General Conditions of Sale and Delivery have been deposited at the Dutch Chamber of Commerce

### **1. Definitions**

- 1.1. In these Conditions, the terms and expressions below are defined as follows:
  - a. **"Agreement"**: an order, agreement or any other legal act between Contractor and Supplier with regard to any sale or delivery of goods and/or services from Supplier to Contractor;
  - b. **"Conditions"**: these General Sales and Delivery Conditions of Cebo Holland B.V.;
  - c. **"Contractor"**: any natural person or legal entity, who purchases Products or Services from the Supplier under an Agreement;
  - d. **"In Writing"**: by letter, by e-mail or by any other means of communication that can be equated with this in view of the state of the art and generally accepted standards;
  - e. **"Offer"**: an offer by Cebo Holland B.V. to a potential Contractor;
  - f. **"Parties"**: Contractor and Supplier jointly;
  - g. **"Products"**: all tangible Products, including but not limited to raw materials, materials, Products, items and other physical objects sold, delivered and made available by Supplier in accordance with these Terms;
  - h. **"Representative(s)"**: a person or entity authorized to act on behalf of Supplier;
  - i. **"Service(s)"**: all services offered, to be provided by the Supplier regardless of whether they are one-off or recurring (e.g. in subscription form);
  - j. **"Supplier"**: Cebo Holland B.V.

### **2. Scope**

- 2.1. These Conditions apply to every Offer from Supplier and every Agreement between Supplier and Contractor.
- 2.2. Deviations, additions, limitations, amendments and/or modifications to an Agreement and/or these Terms and Conditions shall be only valid if Supplier have agreed to these deviations, additions, limitations, amendments and/or modifications In Writing.
- 2.3. The applicability of any terms and conditions of Contractor are hereby expressly excluded and rejected by Supplier.

### **3. Offer, formation Agreement, amendments**

- 3.1. Any Offer from Supplier, in whatever form, is non-binding. An Agreement between Supplier and Contractor shall only be concluded when Supplier has confirmed the Agreement to Contractor In Writing.
- 3.2. Samples of the Products provided shall serve only as an introduction to and assessment of the kind or type of Product, as a result of which no Agreement shall be entered into between Parties. Only when expressly agreed upon between the Parties In Writing, will delivery be made on approval according to samples to be provided specifically for that purpose.
- 3.3. Agreements concluded between Representatives of Supplier, or other intermediates acting on Supplier's behalf only become binding for Supplier when Supplier confirms the Agreement to Contractor In writing.

- 3.4. Any amendment to, or deviation from, the Agreement and/or these Conditions will only be valid when such amendments or deviations have been agreed upon In Writing by an authorized Representative of Supplier.

#### **4. Prices and payment**

- 4.1. Prices used by Supplier are in euro (€) and do not include VAT and/or any other government-imposed form of taxation, unless agreed otherwise In Writing between Parties.
- 4.2. Prices confirmed by Supplier are based on the factors of the cost prices at the time of the sale, including, but not limited to, prices of raw materials, prices of consumables, wages and salaries, social security charges, costs of transport, taxes and currency ratios. If the price of one or more of the factors referred to in this article 4.2, before or during the execution of the Agreement, but after the constitution of the Agreement, will be increased, Supplier is entitled to pass on the increased costs to Contractor.
- 4.3. All invoices of Supplier should be paid within thirty (30) days after the invoice date, without any discount and/or offset, unless Parties have agreed upon otherwise In Writing. Supplier's registered place of business will be deemed the place of payment. In no case payment made in any other way and/ or any other place shall alter this rule of evidence.
- 4.4. If an invoice is not paid in full within the due date referred to in Article 4.2, the Contractor shall be in default without any notice of default being required. The Supplier shall be entitled to (partially) extrajudicially dissolve all Agreements, insofar as they have not yet been (fully) executed, with immediate effect, with a right to payment for the Products and/or services already delivered, as well as compensation for damages.
- 4.5. If the Contractor fails to pay an invoice within the due date referred to in Article 4.2, the Supplier retains the right to charge commercial interest pursuant to Article 6:119a of the Dutch Civil Code, to be calculated cumulatively per month.
- 4.6. If an invoice of Supplier remains unpaid and collection measures are required, Supplier's extrajudicial collection costs shall be set in advance at 15% of the principal sum with a minimum of €100.
- 4.7. The right of Contractor to of set-off and/or suspend any obligation is excluded.

#### **5. Delivery, acceptance and shipment**

- 5.1. Unless agreed upon otherwise In Writing, delivery of all goods by Supplier shall occur in accordance with the Free Carrier (FCA) terms of the most recent Incoterms, whereas the place of dispatch or loading shall constitute the place of delivery, acceptance and/or inspection. The receipt of the goods by Contractor at the place of dispatch or loading without any reservation will be deemed as acceptance of the goods by Contractor. Upon delivery of the Products of Supplier, the risk of loss or theft of/and damage to the Products to be delivered shall pass to the Contractor.
- 5.2. The time of delivery stated by Supplier, of any kind, is only an indication and is non-binding.
- 5.3. If Contractor does not collect the agreed upon Products and/or provides Supplier with the full and unlimited opportunity to provide the agreed upon Services, within the agreed upon time and/or period, the Contractor will be in debtor default and the Supplier is entitled to immediately rescind the Agreement, in whole or in part, without judicial intervention and/or any notice of default being required, and Supplier is entitled to payment for the Products and/or Services already delivered, as well as compensation of damages.
- 5.4. In the event of delivery in bulk, Contractor is held to be fully informed about delivery capacity, pressure, connection possibilities and other relevant details of the installations which will be used by or on behalf of Supplier, as well as having ensured that its own installations are compliant. The silos and/or other storage places designated by the Contractor must be able to absorb the quantities to be delivered without delay and without any adjustment by either the Supplier or the Contractor. If upon

delivery it should turn out that the Contractor's installations have not been adapted in advance and/or do not function correctly or that the silos and/or other storage places cannot absorb the quantity delivered immediately upon delivery, there shall be no question of any shortcoming on the part of the Supplier and he shall be released from any further obligation. In such case, all costs and damages shall be borne by the Contractor and the Contractor shall indemnify the Supplier against any claims against third party sales in this regard.

## **6. Right to complaint**

- 6.1. The Contractor is required to inspect the Products or have them inspected within (10) days before the Products will be used to confirm whether the Products meet their description. The Contractor cannot complain in case the Products have already been used.
- 6.2. The Contracting Party shall report any complaints about (inter alia) invoices and/or Products to the Supplier by registered letter and in Writing as soon as possible, and at the latest within eight (8) days after the discovery of the defect, or at least within a maximum of eight (8) days after the moment that the defect could reasonably have been discovered, such under penalty of forfeiting the right to complain and to claim any remedy, including (full) performance, damages or reimbursement of costs and/or dissolution. This condition applies to both visible and invisible defects (being also invisible defects that can be detected within the period referred to in this Article).
- 6.3. The quantities stated in a waybill in respect of Products delivered by the Supplier shall be considered proof of the quantities delivered.
- 6.4. If the complaint relates to an invoice sent to the Contractor, the Contractor must submit a complaint within eight (8) days of the invoice date.
- 6.5. Without prejudice to the provisions of this clause 6, the Contractor may not lodge a complaint in respect of Products, Services and/or invoices if it has made a thorough investigation by the Supplier impossible in any way. The Contractor shall keep all Products connected to a complaint available for inspection and return them upon request by the Supplier, under penalty of forfeiting the right to claim any remedy, including (full) performance, damages or reimbursement of costs and/or dissolution.
- 6.6. If the Parties have stipulated explicitly that the Products shall have the same specifications and/or properties of a by Supplier delivered sample, the delivered sample shall be valid for determining the agreed upon specifications and/or properties. Frequent or minor deviations in the delivered Products from the samples shall not qualify as a defect or shortcoming and shall be therefore deemed as conform the agreed upon specifications and/or properties. The Contractor shall be obliged, on penalty of forfeiting the right to complain and to claim any remedy, including (full) performance, damages or reimbursement of costs and/or dissolution, to keep the sample and to show it to the Supplier at the first request.

## **7. Advice, duty of investigation Contractor, warranty**

- 7.1. to All information and/or advice provided by the Supplier regarding the Products and/or their application possibilities, are provided by the Supplier without obligation and to the best of its knowledge and ability. Any advice and/or information given by the Supplier does not release the Contractor from the obligation to conduct its own diligent investigation into the Products to be used and/or the application possibilities of the Products corresponding with the use intended by the Contractor. It is the Contractor's sole responsibility to check the applicability and suitability of the Products before using them, including, but not limited to, by carefully studying the entire label and/or safety instructions and/or conducting trial runs. Any incorrect or incomplete advice by and/or information from the Supplier shall not constitute grounds for any liability of the Supplier.
- 7.2. The Supplier does not guarantee that the delivered Products and/or provided Services are suitable and/or can be applied for the use intended by the Contractor and/or that the use of Products or the results of Services leads to the result intended by the Contractor. This inter alia because the results and/or effects of Products and/or (results of the) Services depends on factors outside Supplier's.

sphere of influence and control. Careful application of Products is the sole responsibility of Contractor, without prejudice to the provisions of Article 7.1 of these Terms and Conditions.

- 7.3. Insofar Supplier has been involved in the calculation of the quantities to be used or has been requested to give its advice regarding the materials and such that will be processed, the calculations and/or advice requested have been provided to the best of Supplier's knowledge and ability. Any calculations and/or advice provided by Supplier do not discharge Contractor from its obligation to perform its own investigation and do not constitute grounds for any liability on Supplier's part.

## **8. Services in general**

- 8.1. The Supplier does not offer any guarantees as to the results and/or effects of the Services it provides. Unless expressly agreed upon otherwise, all obligations of Supplier are obligations to use best efforts. The deadlines attached by Supplier to its Services are, unless expressly agreed upon otherwise In Writing, only indicative.
- 8.2. Any orders are deemed to have commissioned exclusively to Supplier and not to any person specifically connected to Supplier. This also applies if it is the intention of the Parties that an order will actually be carried out by a specific person connected to Supplier. The effect of Articles 7:404, 7:407 and 7:409 of the Dutch Civil Code is expressly excluded.
- 8.3. No warranty is given in respect of Services, inspections, advice and similar operations carried out by the Supplier.

## **9. Compliance with laws and regulations**

- 9.1. Unless otherwise agreed upon In Writing by Parties, the Contractor is fully responsible for the compliance with all applicable laws and regulations relating to the import, export, transport, storage and use of the goods delivered by Supplier.

## **10. Retention of title, creation of property, security**

- 10.1. Ownership of all Products delivered to Contractor is retained by Supplier until Contractor fulfilled all its obligations arising from the legal relationship with Supplier. This includes (but is not limited to) the purchase price, any surcharges payable under the Agreement, interest, costs and claims for compensation for failure to perform that Agreement.
- 10.2. In addition to Article 10.1, if the Products delivered by the Supplier to the Contractor are deemed fungible goods, the Supplier will be presumed to have title all such fungible goods present at the Contractor. If the Contractor forms a new good or product (partly) from the Products delivered by the Supplier, this shall only be for the benefit of the Supplier, whereby the Contractor shall retain the newly formed good or product for the Supplier until all amounts due under any Agreement have been paid in full by the Contractor in accordance with Article 10.1.
- 10.3. As long as all amounts owed by Contractor to Supplier under any Agreement as described in Article 10.1 have not been paid in full, Supplier shall be entitled to demand from Contractor, (additional) security for payment, whether in the form of mortgage, pledge, bank guarantee or otherwise. The Contractor shall comply with such request without delay and cooperate as required. If the Contractor fails to provide (sufficient) security to the Supplier's satisfaction, the Supplier shall be entitled to dissolve all Agreements (partially) extrajudicially with immediate effect, insofar as they have not yet been (fully) performed, with the right to payment for the Products and/or services already delivered and/or the right to compensation.

## **11. Rescission**

- 11.1. Supplier is entitled to immediately rescind or terminate the Agreement forthwith, without any obligation on its part to pay any damages or compensation, if:

- a. Contractor is declared bankrupt;
  - b. Contractor has applied for or has been granted a (temporary) moratorium;
  - c. Contractor is in liquidation, a petition for liquidation has been filed or Contractor's business is otherwise terminated.
  - d. a private agreement has been concluded with one or more creditors of Contractor;
  - e. an attachment is levied on the Contractor's assets or assets.
- 11.2. The Supplier is authorised to suspend the fulfilment of its obligation or to dissolve the Agreement immediately and with immediate effect if the Contractor does not pay, does not pay in full or does not pay on time, or if the agreed payment turns out to be irrecoverable in any way.
- 11.3. If the Supplier dissolves or terminates the Agreement on the grounds referred to in this article, it will not be obliged to compensate for any damage and costs incurred in any way as a result.
- 11.4. In the event of rescission, any amount owed by the Contractor to the Supplier will become immediately due and payable.

## **12. Liability**

- 12.1. In case of any liability on Supplier's part, Supplier's liability for any damages, by virtue of default, tort or any other reason, shall be limited to the amount due by Contractor under the Agreement to which the event that caused the damage relates, with a maximum of €10.000, -- (ten thousand euro). This means that the total liability of Supplier in no case shall amount more than €10.000, -- (ten thousand euro) per event, or series of events due to the same cause.
- 12.2. Any liability of the Supplier to the Contractor shall lapse if the Products delivered to the Contractor have been mixed with other Products, the Products have been processed or are (otherwise) no longer identifiable.
- 12.3. Liability on the part of the Supplier for any damage will not exist if the Contractor has taken out or could reasonably have taken out an insurance policy covering the risk of such damage.
- 12.4. A condition for the Contractor to be entitled to any damage is always that the Contractor reports the ground for damage to the Supplier by registered letter and in writing as soon as possible, and no later than eight (8) days after the damage arises, or at least within a maximum of eight (8) days after the time the damage could reasonably have been discovered.
- 12.5. The limitations of liability in this Article 12 shall not apply in the event of intent or deliberate recklessness on the part of the Supplier or if mandatory statutory provisions dictate otherwise.

## **13. Force majeure**

- 13.1. Circumstances including, but not limited to, malfunctions within the company, total or partial blockage of shipping, frost, unworkable weather, necessary reduction of production, lack of trucks, wagons and ships, the failure of means of transport, flooding, unfavourable water levels, lack of suitable shipping space or appropriate fuels as well as energy, unexpected increase in freight (if agreed that freight is at Supplier's expense), strikes, exclusions, riots, mobilization, war hazard, state of war, state of siege, quarantine, epidemics, lack of raw materials, factory or transport failures of any kind, non-delivery or late delivery by Supplier's suppliers, import and export embargos, import and export restrictions, restrictive measures taken by any government or other restrictive measures of any influence, of any kind whatsoever, and in general any cause beyond Supplier's control which prevents or impedes the manufacturing, dispatching, transport or delivery, will count as force majeure (non-attributable failure) and discharges Supplier from any further obligation, regardless of the aforementioned circumstances occur at Supplier or at its suppliers, without prejudice to Contractor's obligation to immediately pay the goods or services that have already been delivered.
- 13.2. If a force majeure situation continues for more than thirty (30) days, Supplier is entitled to immediately rescind the Agreement, in whole or in part, without judicial intervention, or to suspend the performance of any of its obligations under the Agreement, without being liable for any damages to Contractor. Contractor is not entitled to rescind the Agreement in the event of a force majeure.



**14. Intellectual property**

- 14.1. The Supplier reserves the rights and powers to which it is entitled under the Copyright Act and other laws and regulations relating to intellectual property rights.
- 14.2. All intellectual and industrial property rights relating to the Products and their designations and to everything the Supplier develops, manufactures or provides for the purpose of the (performance of) the Agreement, including packaging, manuals, samples or other documentation shall remain the Supplier's property. The Contractor shall not be permitted to hand these over to third parties or show them to third parties without the Supplier's written consent.

**15. Applicable law and jurisdiction**

- 15.1. All disputes and claims that may arise out of or in connection with any Agreement, these Conditions or the relationship between Parties shall be exclusively governed by the laws of the Netherlands, excluding the conflict of law provisions and the United Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. All disputes and claims that may arise out of or in connection with any Agreement, these Conditions or the relationship between Parties shall be exclusively submitted to the District Court of Noord-Holland, location Haarlem, the Netherlands.
- 15.3. In addition to Article 15.2, Supplier is also entitled, at its discretion, to elect arbitration instead of a judicial procedure. Supplier must notify Contractor of this choice In Writing. In the event of arbitration, the dispute shall be settled by three (3) arbiters, which are jointly appointed by Parties within fourteen (14) days after Contractor has been notified on the choice for arbitration. If Parties do not reach agreement with respect to the appointment of the arbiters within this time frame, the arbiters shall be appointed following the procedure provided in section 1027 of the Dutch Code of Civil Procedure. The procedure shall be conducted in the Dutch language. The location of arbitration shall be Haarlem, the Netherlands. The arbiters shall judge the case in accordance with the laws of the Netherlands, excluding the conflict of law provisions and the United Convention on Contracts for the International Sale of Goods (CISG). Notwithstanding the stipulations in this Article 15.3, the arbiters shall establish the rules of procedure and shall decide on the costs. The joinder of the arbitral proceedings with other arbitral proceedings, as stipulated in section 1046 of the Dutch Code of Civil Procedure, is excluded.