

GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS of Export Partner B.V. Leusderend 8, 3832 RC LEUSDEN. Chamber of Commerce registration no. 30249939 SEPTEMBER 2022

ARTICLE 1: APPLICABILITY

- a.** These conditions apply to all offers, sales and deliveries made by Export Partner B.V., hereinafter referred to as Export Partner B.V., made to third parties, on all work performed by Export Partner B.V. on behalf of third parties, as well as on all agreements in the broadest sense of the word entered into by Export Partner B.V. with third parties.
- b.** These conditions apply both within and outside the Netherlands, regardless of the place of residence or place of business of the parties involved in any agreement, regardless of the place where the agreement was concluded or should have been performed.
- c.** If the other party applies purchase conditions, these are not binding for Export Partner B.V. insofar as they deviate from these General Conditions of sales, delivery and payment.
- d.** Any deviations from these conditions, applied / permitted at any time for the benefit of the other party by Export Partner B.V., never give the latter the right to invoke this later on or to claim the application of such a deviation as is established for him / her.

ARTICLE 2: OFFERS

- a.** All offers and quotes are without obligation, unless explicitly stated otherwise. They have been provided by Export Partner B.V. to the best of its knowledge and are based on any information provided with the request.
- b.** The statements regarding size, capacity, performance, color, material structure, finish or results provided by Export Partner B.V. in images, websites, catalogs, folders, advertisements, drawings or in any other way must be considered to be approximate and without obligation. Export Partner B.V. is not bound by this statement and therefore accepts no liability whatsoever for any inaccuracies in this information.

ARTICLE 3: ASSIGNMENTS / AGREEMENTS

- a.** Assignment is understood to mean: any agreement with Export Partner B.V., regardless of whether it undertakes to carry out work, or to have / make personnel, material or space available, or to perform any other performance whatsoever, all this in the broadest sense.
- b.** All concluded agreements with Export Partner B.V. become binding only after written confirmation by Export Partner B.V., or because Export Partner B.V. has commenced the execution of the assignment. Any additions or changes to the aforementioned agreements bind Export Partner B.V. only after and insofar as they have been accepted and confirmed in writing by Export Partner B.V. The other party is deemed to have accepted changes or additions to agreements concluded with Export Partner B.V. if the other party has not protested in writing against these change(s) and / or addition(s) within 8 days after it has or could have taken note of the change(s) / addition(s). The other party is deemed to be aware of the said change / addition when Export Partner B.V. commences with the work to which the change / addition relates. Only management and any person expressly authorized to do so by management can and may conclude agreements on behalf of Export Partner B.V.
- c.** Unless explicitly agreed otherwise in writing, Export Partner B.V. is at all times entitled to have the assignment in whole or in part performed by third parties, whereby these conditions also work for the benefit of these third parties, on the condition that Export Partner B.V. authorizes them in writing, afterwards if necessary, to invoke these conditions without this authorization being able to create any obligations towards him.
- d.** Second agreements with a specific term are automatically extended for an equal period at the expiry of the agreed term, unless the other party has canceled the automatic extension in a timely manner by registered letter or by bailiff's writ before the end of the term. Due notice is one third of the term of the agreement with a maximum of one year and a minimum of one month, unless otherwise agreed. The above notice period for the automatic extension does not apply if Export Partner B.V.:
 - 1. implements (a) rate increase(s) with regard to the extension, where it exceeds the inflation correction and / or wage increases that are in excess of comparable CLA increases.
 - 2. otherwise implements a rate increase based on other than external cost price factors.

Export Partner B.V. has the free, untaxed and unencumbered right to cancel an automatic extension of a current agreement. Export Partner B.V. must have made this known to the other party in an explicit manner in writing (mail or email) and must observe a notice period of at least 30 days. For second agreements that are shorter than 1 month, a notice period of one third with a minimum of one day applies. The above stated under d. also applies to extended agreements.

ARTICLE 4: LIABILITY, SUPERVISION AND MANAGEMENT

a. Subject to the provisions of article 9 of these conditions, Export Partner B.V. is not liable for any damage that is, either directly and / or indirectly, the result of the non-compliance of the delivered goods, including additional work, with the agreement. Therefore, Export Partner B.V. does not accept this in serious calamities, such as in the event of fire, water damage and external disasters, for example, wars and earthquakes.

b. If Export Partner B.V. is liable for compensation for any other reason in respect of the agreement, the compensation owed by will always be limited to a maximum of the periodic (4-weekly) invoice amount (excluding turnover tax) with regard to the goods and / or services, with a maximum of EURO 5,000.00 (in words: five thousand Euros).

c. Invoking these conditions does not suspend the other party's payment obligation towards Export Partner B.V.

d. Export Partner B.V. will do its utmost best to second the most competent personnel to the other party. However, Export Partner B.V. cannot be held liable in any way by or on behalf of the other party for shortcomings in the quality of the work and performances delivered by the secondee(s).

e. Supervision and management of the work delivered by the secondee(s) lies with the other party. Export Partner B.V. has no influence on the activities and circumstances under which the activities are performed and services are provided. The other party is obliged to treat the Export Partner B.V.'s secondee(s) with due care and diligence and in the same way as its own personnel. In line with the Working Conditions Act, the other party is responsible and liable for any damage that occurs.

ARTICLE 5: DELIVERY TIME AND PLACE OF DELIVERY AND PROVISION OF SERVICES

a. The activities, work and delivery times mentioned in the offers, confirmations, agreements, cooperation proposals and contracts are done to the best of knowledge and will be observed as much as possible, but they are not binding on Export Partner B.V.

b. Exceeding these terms, for whatever reason, will never entitle the other party to compensation, termination of the agreement or non-fulfillment of any obligation that may arise for him from the relevant agreement or from any other agreement, whether or not related to this agreement.

c. If the delivery time is excessively exceeded, however at the discretion of Export Partner B.V., Export Partner B.V. will enter into further consultation with the other party.

d. Delivery takes place ex the company of Export Partner B.V. or another place to be determined by Export Partner B.V.

e. When goods sold or services offered by Export Partner B.V. are not accepted after being offered to the other party, they will be available to the other party for three weeks. During this period, goods are stored at the expense of the other party. After the aforementioned period, the total amount that would be owed on purchase or performance, plus the costs and interest, can be claimed from the other party, even without delivery of the said goods or services. The payment will then be deemed to have been made as compensation to Export Partner B.V.

NB: In the case of delivery of personnel (secondment), where there is a prior (written) agreement, the other party is obliged to fully fulfill its financial obligations, even if the other party does not, or only partially makes use of the persons made available by or to be seconded from Export Partner B.V. at the time of the commencement date and / or during the term of the agreement.

Export Partner B.V. is free to make a change in the seconded personnel to the other party, free of and unencumbered by claims by or on the other party. Export Partner B.V. will notify the other party as soon as possible within its ability. Export Partner B.V. is free to make a price change in the agreement in the event of interim replacement secondment when the qualifications and / or staffing price of the replacement seconded person gives cause to do so.

- g.** When Export Partner B.V. fails to deliver a secondee in spite of an intention previously expressed between Export Partner B.V. and the other party, Export Partner B.V. does not fail imputably. This also applies if Export Partner B.V. can no longer provide a secondee and / or a replacing secondee for any reason. In that case, Export Partner B.V. is not obliged to compensate any damage or costs.
- f.** If the other party does not or not timely comply with any obligation arising from this or from another agreement related to the assignment, Export Partner B.V. is entitled to suspend the execution after giving the other party written notice of default - without judicial intervention -, without Export Partner BV being bound to any compensation.

ARTICLE 6: TRANSPORT AND TRANSPORTATION RISK

- a.** The choice of the means of transport is determined by Export Partner B.V.
- b.** The transport of the goods ordered from Export Partner B.V. is at the expense of the other party.
- c.** All at Export Partner B.V. ordered goods travel at the risk of the other party from the moment of shipment. Even if delivery free domicile may have been agreed to, the other party is liable for all damage suffered during transport.
- d.** The goods are only delivered ground floor. If goods are to be delivered other than ground floor, the additional costs and risks associated with this are entirely at the expense of the other party. If the other party is not present at the time of delivery, or if it appears to be unable to receive the goods, or otherwise fails to receive the goods, Export Partner B.V. has the right to convert the delivery into a collection obligation of the other party at the address specified by the carrier, after the latter has informed the other party by leaving a written notice.
- e.** Upon arrival / receipt of the goods, the other party must check and approve of the condition of the goods. If it then appears that damage has been caused to goods or material, he must take all measures to obtain compensation from the carrier. By signing the receipt, provided by or on behalf of Export Partner B.V., the other party declares that it has received the goods in good condition.

ARTICLE 7: PRICES AND COSTS

- a.** Export Partner B.V. sets a price or a rate separately for each assignment. This price or rate is exclusively intended as the amount to be paid for the work to be performed by him, including the normal costs associated with it. The prices stated in the offer are based on the then known cost price factors, exchange rates, wages, taxes, duties, charges, freight, etc. In the event of an increase in one of these factors, Export Partner B.V. is entitled to change the offered (sales) price accordingly.
- b.** The price or rate does therefore not include the government levies or other authorities, including fines, insurance premiums, etc.
- c.** If the awarder of the assignment or an affiliated company of the awarder of the assignment hires one of the employees of or persons associated with Export Partner B.V. during or within 1 year after termination of the agreed cooperation between Export Partner B.V. and the awarder of the assignment, the awarder of the assignment owes a fee to Export Partner B.V. This fee is at least 4 times the periodic sum of the assignment with a minimum of EURO 50,000.00 (in words: fifty thousand Euros), regardless of the number of working hours. Payment is due as soon as Export Partner B.V.'s employee has concluded an employment agreement with the awarder of the assignment, but no later than on the date of employment.
- d.** Export Partner B.V. is entitled to demand advance payments or deposit or security (in the form of a bank guarantee).
- e.** Export Partner B.V. reserves the right to charge shipping costs.

ARTICLE 8: PAYMENT TERMS

- a.** Unless explicitly agreed otherwise in writing, payment of the invoices sent by Export Partner B.V. must be made within 15 (fifteen) days after the invoice date, without deduction of discounts and without any form of compensation.
- b.** All payments must be made, without deduction or setoff, at the offices of Export Partner B.V. or on a bank or giro account to be designated by Export Partner B.V.
- c.** Discounts can only be granted after mutual consultation between Export Partner B.V. and the other party. Unless otherwise agreed in writing, these discounts are one-off. Previous discounts cannot be used for subsequent transactions.

ARTICLE 9: COMPLAINTS

- a.** Any complaints, both on delivery of goods, services rendered and invoice amounts, must be submitted to Export Partner B.V. in writing and by registered mail within eight days of receipt of the products or services or of the relevant invoices, with an accurate statement of the facts to which the complaints relate. The other party's right to complain lapses with regard to goods processed by or on behalf of it.
- b.** Complaints with regard to the stipulations in these conditions as referred to in article 6: 233 sub a of the Dutch Civil Code (nullity with regard to one or more stipulations on the ground of being unreasonably onerous) must also be submitted within eight days of taking note of these conditions or the time at which they could reasonably have been taken note of, must have been submitted to Export Partner B.V. in writing and by registered mail, with an accurate statement of the facts to which the complaints relate. The right to complain lapses when the agreement is concluded. The other party waives the subsequent reliance on being unreasonably onerous of one or more stipulations in these conditions, insofar as any stipulations deemed unreasonably onerous are not mandatory by law.
- c.** If submitted complaints do not comply with the above, they can no longer be received and the other party is deemed to have approved the delivered and / or provided. When Export Partner B.V. is of the opinion that a justified complaint has been submitted, it has the right to either pay a sum of money to be determined by mutual agreement to the other party as compensation, or to proceed to a new delivery while maintaining the existing agreement, under the obligation from the other party to Export Partner BV to return the incorrectly or inadequately delivered goods carriage paid; all this at the discretion of Export Partner B.V.
- d.** Export Partner B.V. is only obliged to take cognizance of submitted complaints if, at the time of submission of its complaints, the other party concerned has fully complied with all its existing obligations towards Export Partner B.V., arising from any agreement whatsoever and whatsoever existing.
- e.** Return shipments that are not or insufficiently stamped or packaged will be refused by Export Partner B.V. All returns from buyers or other parties are at their expense and risk.

ARTICLE 10: CANCELTION / TERMINATION AND SUSPENSION

- a.** Export Partner B.V. has the right, if the other party is or remains in default in any respect to its obligations with regard to deliveries previously made, work performed by Export Partner B.V. or on any other basis, to suspend its obligations towards the other party, or cancel / terminate any underlying agreements in whole or in part. All this without being held liable by the other party in any way and without prejudice to Export Partner B.V.'s rights. Export Partner B.V. also has this right, if the other party is in bankruptcy, suspension of payments, admission to the Debt Restructuring (Natural Persons) Act, other forms of debt counseling, liquidation of company form / business activities or, according to the standards of Export Partner B.V., a threat of these circumstances. All claims of Export Partner B.V. are then immediately due and payable on the other party.
- b.** If the other party wishes to terminate / cancel the agreement(s) it has concluded with Export Partner B.V., Export Partner B.V. is also entitled to demand compliance with the agreement(s) concluded, or the other party, at the discretion of Export Partner B.V., owes cancelation charges of at least 30% of the sales value or total assignment / cooperation sum.

ARTICLE 11: COMPENSATION FOR LATE OR NON-PAYMENT

If the payment of the by Export Partner B.V. sent invoices has not taken place within 15 (fifteen) days after the invoice date, the other party is deemed to be in default by operation of law and does Export Partner B.V. have the right, without further notice of default, to charge the other party an interest on the entire amount owed by it, from the due date, amounting to the legally overdue interest with a minimum of 1% per month or a portion thereof, without prejudice to Export Partner B.V. other rights, including the right to recourse for all costs related to the recovery, including liquidable judicial costs and extrajudicial collection costs, with the latter being fixed in advance at 15% of the amount to be collected, with a minimum of EURO 250.00 (in words: two hundred and fifty Euros).

NB: From the moment that the legislator has determined by law the extrajudicial collection costs to be charged to the other party, the other party will owe extrajudicial collection costs by virtue of the provisions therein.

ARTICLE 12: TITLE RETENTION

a. As long as the other party has not made full payment to Export Partner B.V. for the services / activities, goods, parts, installations and / or activities performed by Export Partner B.V. these goods and / or materials for the account and risk of the other party remain the undisputed property of Export Partner B.V.

b. If the other party fails to fulfill any obligation under the agreement with regard to the goods sold and / or work performed, Export Partner B.V. is entitled to take back the goods or materials without further notice of default, in which case the agreement will be terminated without judicial intervention, without prejudice to Export Partner B.V.'s right to claim, if necessary, in or out of court compensation for any damage suffered or to be suffered by Export Partner B.V., including: loss suffered, lost profit, interest, transport costs, etc.

c. Export Partner B.V. reserves the right to actually hold intangible assets, knowledge, documentation, goods, tools, materials, cars, money, securities, (financial) documents, etc., which it holds from the other party under any title hold, until the other party has fully complied with its financial and other obligations towards Export Partner B.V.

d. For transactions with the other party established in a country where an extended retention of title applies, Export Partner B.V. has the right to declare the applicable extended retention of title applicable at any time it considers desirable.

ARTICLE 13: FORCE MAJEURE

a. Force majeure dismisses Export Partner B.V. of its obligations towards the other party. As force majeure factors are considered: such events and situations that have a clearly demonstrable and direct influence on the company Export Partner B.V., such as: serious disruptions in its production process, war (also outside the Netherlands), riots, epidemics, fire, traffic disruptions, strike, lockout, loss or damage in transit, accident or illness of its personnel, import restrictions or other government restrictions, etc. Export Partner B.V. is released from its obligations regardless of whether the force majeure occurred in its own company or elsewhere, such as in companies of suppliers, transporters, wholesalers, etc.

b. In the event of impediment to the performance of the agreement as a result of force majeure, Export Partner B.V. is entitled, without judicial intervention, either to suspend the performance of the agreement for a maximum of six months, or to terminate the agreement in whole or in part, this at the discretion of Export Partner B.V. The Other Party will receive written notice of the decision taken by Export Partner B.V.

ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS, DESIGN PROTECTION

a. The Intellectual property rights of all products, services, etc. produced by Export Partner B.V. (for the benefit of the other party) belong to Export Partner B.V. Use or alternative use of these rights, designs and / or ideas of Export Partner B.V. is strictly prohibited, unless Export Partner B.V. has given explicit and written permission for this and all conditions set by Export Partner B.V. in this respect have been fully met.

b. If the other party does not comply with the provisions under 14a, Export Partner B.V. will, without further notice of default and / or judicial intervention, be entitled to a fine of at least EURO 11,500.00 (in words: eleven thousand and five hundred Euros) per day or part thereof, that the violation continues.

Article 15: WARRANTIES

a. Export Partner B.V. only grants a warranty in accordance with the provisions of the warranty clause that are also supplied with the products. In those cases, the warranty only comes into effect after Export Partner B.V. has been informed by the other party of its request in writing.

b. If Export Partner B.V. does grant a warranty, but without a warranty clause being provided, the duration of the warranty period is a maximum of 6 months after delivery of the goods in question.

Here, too, Export Partner B.V. must first be notified by the other party of its request in writing.

c. The warranty includes repair or replacement of the delivered goods and work, at the discretion of Export Partner B.V. External disasters can never lead to any mandatory warranty from Export Partner B.V.

d. The goods taken for repair remain in all cases at the risk of the other party at Export Partner B.V. or with a third party engaged by Export Partner B.V. for this purpose.

ARTICLE 16: CONSIGNMENTS ON APPROVAL

Only if Export Partner B.V. has confirmed this to the other party in writing in advance, the by or on behalf of Export Partner B.V. delivered goods are considered consignment on approval for shows, exhibitions, fairs and / or for other purposes to be indicated by Export Partner B.V. These general conditions also apply in full to consignments on approval.

ARTICLE 17: APPLICABLE LAW EN COMPETENT COURT

a. Dutch law applies to all offers, assignments and agreements to be concluded with Export Partner B.V. However, Export Partner B.V. is free to be able and allowed to rely on the applicable law at any time of the country where the other party is established, or on the Vienna Convention on Contracts for the International Sale of Goods. In that case, contrary to what is stated under b, the dispute will be submitted to the absolute competent court in the jurisdiction of the other party. Export Partner B.V. does not have to notify the other party in advance.

b. All disputes will be subject to the judgment of the absolute competent court in the Arrondissement of the Central Netherlands or to the judgment of another competent judicial authority, this, however, at the discretion of Export Partner B.V.

c. If any article or sub-article of these General Conditions becomes invalid, this does not affect the validity of other articles.

FINAL STIPULATION:

These conditions have been compiled on the behalf of Export Partner B.V. and have been established under the applicability of its current and future general sales, delivery and payment conditions, with due observance of the provisions of CC book 6 section 3.