

GENERAL TERMS AND CONDITIONS

OF: Van den Berg Kunststof Bewerking B.V. trading as 'BKB Precision'

Please note: This is a translation of the original Dutch text and is for the customer's convenience only. No rights may be derived from this translation.

Article 1 Definitions

1.1 In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise:

Producer: Van den Berg Kunststof Bewerking B.V. trading as 'BKB Precision', the user of the general terms and conditions; the manufacturer.

Client: The party who commissions the producer; the assignment-giver.

Article 2 General

2.1 These terms and conditions apply to every assignment, offer and agreement between the Producer and the Client insofar as the parties have not explicitly deviated from these terms and conditions in writing.

2.2 The present terms and conditions also apply to all agreements with the Producer, for the execution of which the Producer uses the services of third parties.

2.3 The applicability of any terms and conditions of the Client is explicitly excluded.

2.4 Should the Producer close agreements with the Client more than once, the present terms and conditions shall always be deemed applicable to all subsequent agreements, whether or not they have been explicitly declared applicable.

2.5 Should one or more of the provisions of these terms and conditions be invalid or declared void, the remaining provisions of these terms and conditions will continue to apply.

Article 3 Offers, assignments and agreements

3.1 All offers, in whatever form, are made without obligation, unless a period for acceptance is stated in the offer.

3.2 Agreements to which the Producer is a party are first considered closed:

- a) after both parties have signed an agreement drawn up for that purpose;
- b) upon receipt and approval of the Client's written acceptance of an offer made by the Producer;
- c) in the absence thereof, by delivery to and acceptance of the items by the Client.

3.3 In the event of a verbal agreement, the invoice shall be deemed to fully and accurately represent or confirm that agreement, subject to counterclaim within 14 days of the date of invoice.

3.4 Should the Producer receives orally, during the production process, an additional work assignment from the Client, or an employee or representative of the Client, and the Client has accepted this additional work, or at least has not protested against the additional work after it has been carried out, then the Producer shall assume that the additional work has been done at the express request of the Client at the prices and rates as applied by the Producer.

3.5 Should a natural person conclude an agreement with the Producer on behalf of or for the account of another natural person and/or legal entity, he declares – by signing the contract – that he is authorised to do so. In addition to the other natural person and/or legal person, this person is jointly and severally liable for all obligations arising from the agreement.

3.6 The Producer reserves the right to refuse an order/assignment without giving reasons and/or to attach further conditions to an order.

3.7 The Producer is not bound by the acceptance of the Client if this acceptance includes a deviation from the offer stated in the quotation. The agreement is then not to be considered closed with regard to this deviation, unless the Producer declares otherwise.

3.8 The prices stated in the quotation are in Euros excluding VAT and other government levies such as fees and taxes, as well as excluding storage, export, shipping, and any transport, repair, assembly, and packaging costs, unless explicitly agreed otherwise.

3.9 The prices are based on the rates, wages, taxes, fuel, levies, prices, etc. that apply on the date of the offer or at the closing of the agreement under normal circumstances and during normal working hours (Monday to Friday from 7 AM to 4:30 PM). The hourly rate is increased for work done outside normal working hours.

3.10 Should the Producer carry out the dispatch/transportation of the ordered items, this shall be done at the risk and expense of the Client.

3.11 Should a delivery be subject to cash on delivery (COD), the Producer shall charge COD costs to the Client.

3.12 A combined quotation does not obligate the Producer to execute part of the order at a corresponding part of the quoted price.

3.13 Offers or quotations do not automatically apply to follow-up orders.

3.14 For each assignment, the Producer uses a minimum order value of 50 euros excl. VAT.

Article 4 Models/images

4.1 Should a model, demo or image be shown to the Client, it shall be assumed to have been shown only as an indication, unless it was expressly agreed that the item to be delivered should correspond entirely to this.

4.2 The models, images, specifications, numbers, dimensions, weights and/or descriptions included in the catalogues/offer/advertisements are only shown as an indication.

Article 5 Price and costs

5.1 The Producer may increase the price if, during production, it comes to light that the work will exceed by 10% or more the originally agreed upon or expected amount of work, so that it cannot be reasonably expected of the Producer to perform the agreed upon work at the originally agreed upon price.

5.2 The Producer may pass on price increases after 3 months, if price increases of more than 5% have occurred between the time of the offer or quotation and the execution of the agreement and/or delivery with regard to, for example, social security charges, sales tax, exchange rates, wages, raw materials, semi-finished products, or packaging material.

5.3 The Producer shall inform the Client in writing of any intention to increase the price or fee. The Producer shall therefore state the amount of the increase and the date on which it is to be implemented.

5.4 The Producer has the right to adjust its prices each year to at minimum correct for inflation.

5.5 Discounts can only be agreed upon in writing.

Article 6 Cancellation

6.1 Cancellations must be made in writing.

6.2 Cancellation can only take place before the Producer has begun execution of the agreement. Execution also includes entering into agreements with third parties with regard to purchasing goods and hiring people and services.

6.3 Should the Client wish to cancel an order after an agreement has been closed and before the Producer has started producing the item, 10% of the order price (excluding VAT) will be charged as cancellation costs, without prejudice to the Producer's right to full compensation including lost profit.

6.4 Should an hourly rate or part-day rate be agreed upon, the Producer will reasonably determine what is to be considered the final agreed price in the context of this cancellation process. To this end, the Producer shall estimate how many hours or part-days would have been charged had the agreement not been cancelled.

6.5 In the event of cancellation, should the Client refuse to accept items already produced especially for the Client by the Producer, the Client is also obliged to pay the Producer for all costs arising from this eventuality.

6.6 Should an item be (temporarily) unavailable, the Producer shall notify the Client of this within one month of receiving the order. In this event, the Client can cancel the order free of charge. If the Client has already paid the Producer for the item, the Producer shall fully reimburse the Client or arrange for some other form of settlement to take place.

Article 7 Suspension and termination

7.1 The Producer has the right to suspend compliance with the obligations or terminate the agreement if:

- the Client does not fulfil the obligations arising from the agreement, or does not do so fully or in a timely manner;
- after the agreement has been closed, the Producer learns of circumstances which give grounds to suppose that the Client will not fulfil, or not fully or in a timely manner fulfil, their obligations. Should there be grounds to suppose that the Client will only partially or not properly comply, suspension is only permitted to the extent to which it is justified by the shortcoming of the Client;
- at the closing of the agreement, the Client was requested to provide security for the fulfilment of their obligations under the agreement and this security is not provided or is insufficient.

7.2 Furthermore, the Producer has the right to terminate the agreement (or have it terminated) if circumstances arise that are of such a nature that fulfilment of the agreement is impossible or beyond reasonable standards of fairness, or if circumstances arise in which the unaltered maintenance of the agreement cannot be reasonably expected.

7.3 Should the agreement be terminated, any claims of the Producer against the Client are immediately considered to be claimable. Should the Producer suspend compliance with the obligations, it retains its rights under the law and the agreement.

7.4 The Producer shall always retain the right to claim compensation.

Article 8 Executing the agreement

8.1 The Producer shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this shall be based on the provisions agreed upon by the parties.

8.2 The Producer shall determine the method of executing the agreement, insofar as parties have not explicitly agreed otherwise in writing.

8.3 The Producer shall deliver the work according to client specification. The Client shall supply the specifications, designs, drawings, and STEP files. The STEP files are leading (determining). All material supplied by the Client shall have a unique identification number such as a drawing number and date. The identification number shall consist of a maximum of 16 letters, numbers and/or characters.

8.4 This identification number shall be used by the Producer on orders, invoices and during production. Should the specification be changed, then the identification number shall be adjusted. Should the Client not ensure changes and/or adaptations in a timely manner, then the Client is liable for any resulting damages.

8.5 The Producer is not liable for damages of any nature whatsoever due to the Producer using in good faith incorrect and/or incomplete data and specifications provided by the Client.

8.6 The Client shall always inform the Producer of the purpose for which the ordered item is to be used. Should the Client fail to do so, the Producer cannot be held liable for any damages resulting from the ordered item being unusable.

8.7 The Producer reserves the right to have work performed by third parties, if required for the proper execution of the agreement.

8.8 Should the Client hold back the execution of certain parts of the work, the Client is then liable for any subsequent delay or late delivery.

8.9 The Client shall ensure that any work to be performed by third parties outside their agreement with the Producer is carried out in such a way and timely manner that the execution of work by the Producer is not delayed.

8.10 The Client shall ensure that all data and approvals which the Producer indicates are necessary, or which the Client shall reasonably understand to be necessary, for the execution of the agreement are provided to the Producer in a timely manner. If the data and approvals required for the execution of the agreement have not been provided to the Producer in time, the Producer has the right to suspend the execution of the agreement and/or to charge the Client for any additional costs resulting from the delay, according to the usual rates.

8.11 Should the commencement or progress of the work be delayed by factors for which the Client is responsible, any damages and costs suffered by the Producer as a result shall be compensated for by the Client.

8.12 The Client shall indemnify the Producer for any claims from third parties who suffer damage in connection with the execution of the agreement and where the damages are attributable to the Client.

Article 9 Delivery

9.1 Delivery of items takes place from the address of the Producer, unless the parties expressly agree otherwise. Should the Producer be delivering the items, this is always to the delivery address last known to the Producer from the Client.

9.2 The Client shall take delivery of the items immediately upon arrival. Should the items be available to the Client or be offered for delivery to the Client, but are not accepted by the Client for any reason whatsoever, delivery shall take place with written notice from the Producer. Article 9.4 of these terms and conditions will be applied accordingly.

9.3 Should the Client refuse to take delivery or be negligent in providing information or instructions that are necessary for the delivery, the Producer has the right to store the items at the expense and risk of the Client. If the Client does not purchase the items within two months, the Producer has the right to destroy them. The Client is liable for all damages resulting from sale or destruction.

9.4 Calling off orders shall be done within the periods agreed upon. In the absence of this, the Producer is entitled to deliver any undelivered part of the order and to charge the Client for any price increases.

9.5 Should the Client refuse to receive the items, the claims of the Producer—including costs of transport and storage—are immediately due and payable by the Client.

9.6 Should the Producer require information from the Client in order to execute the agreement, the lead time for delivery begins after the Client has made this information available to the Producer.

9.7 Any delivery period given by the Producer is indicative. This means that a given delivery time is therefore never a strict deadline. If a period is to be exceeded, the Producer shall give the Client (written) notice of default.

If a period is to be exceeded, the Producer shall give the Client (written) notice of default.

9.8 The Producer has the right to charge an amount in advance or to request security against payment. After payment of the advanced amount, delivery to the Client or execution of the work will take place, unless the parties have agreed otherwise.

Article 10 Completion, examination, complaints

10.1 The Client is responsible for examining the ordered items and/or the executed assignment at the time of delivery. Complaints concerning the delivered/completed items shall be made in writing by the Client to the Producer as quickly as possible: no later than 7 days after delivery or completion. The notice of complaint shall contain a description of the defect in sufficient detail as to allow the Producer to form an adequate response. The Client shall undertake to return the items to the Producer immediately. This does not affect the rights of the Client in the context of the warranty as stipulated in article 13.

10.2 Any damage to the packaging of the items shall be noted on the delivery notice/cargo bill and reported in writing directly to the Producer.

10.3 Objections to the invoice shall be made in writing within 14 days of the invoice date.

10.4 Once the objection period has expired, the Client is deemed to have approved the invoice.

10.5 Complaints about the delivered items will not be accepted if work and/or attempted repairs have been performed on the items after defects were found.

10.6 After correct and timely notification in accordance with the foregoing provisions, the Producer shall immediately handle the complaint.

10.7 Should complaints be submitted on time, the Client remains obligated to accept and pay for the ordered items. Should the Client wish to return defective items, this will only take place with the prior written consent of the Producer and in the manner indicated by the Producer. Returned items shall be sent with transport costs paid in undamaged condition and in the original packaging.

10.8 The following situations can never be used as grounds for a complaint:

- errors in typesetting, printing and/or typography which may appear in the catalogue, internet site or quotation.

10.9 Should a complaint be deemed valid, the Producer shall replace or adjust the delivered items, unless they have become demonstrably unusable for the Client. In the event of the latter, the Client must make this known in writing. However, in all cases, the Producer is only liable within the limits of the provisions in the articles 'Warranty' and 'Liability'.

Article 11 Transfer of risk

11.1 The risk of loss or damage to the items that are the subject of the agreement shall transfer to the Client at the moment these items are legally and/or physically delivered to the Client and thereby in the control of the Client, or of a third party designated by the Client to be present at the moment that the items are ready for delivery, all this after the Client has been notified in writing.

11.2 Should the Producer be responsible for transporting the items that are the subject of the agreement, this shall be entirely at the expense and risk of the Client. The Client shall arrange for proper transportation insurance.

11.3 In the event that the Client does not give any further instruction to the Producer, the method of transport, shipping, packaging and the like shall be determined by the Producer, according to good business practice. Unless otherwise agreed, the Client shall assume all risk, including fault/negligence on the part of the carrier.

11.4 Any specific wishes of the Client regarding transport/shipment will only be carried out if the Client has declared that they will bear the additional costs thereof.

11.5 The Producer is entitled to charge a fee for sustainable packaging materials, which is stated on the invoice.

Article 12 Force majeure

12.1 The parties are not obliged to fulfil any obligation if they are prevented from doing so due to a circumstance that is not due to gross negligence or intent on the part of the party relying on it, and neither by law, legal act or generally accepted views.

12.2 In these terms and conditions, force majeure is understood to mean – in addition to what is understood in law and jurisprudence – all external causes, foreseen or unforeseen, over which the Producer cannot exercise influence, but as a result of which the Producer is unable to fulfil its obligations. This includes work strikes at the Producer's company, computer and power failures, fire, theft, traffic congestion, bad weather conditions, export restrictions, and stagnation in the supply of raw materials/components by suppliers.

12.3 To the extent that, at the time of force majeure, a Producer has in part fulfilled its obligations under the agreement or will be able to fulfil them, and that the part fulfilled or to be fulfilled is deemed to have independent value, the Producer has the right to claim separately for the already fulfilled or the to-be-fulfilled part.

Article 13 Warranty

13.1 A warranty shall be agreed upon in writing.

13.2 The items produced by the Producer shall meet the technical requirements and specifications given to the Producer.

13.3 The Producer shall provide a warranty to the direct Client regarding the quality of the items it has produced within one month after delivery, unless the parties have agreed in writing upon a different period.

13.4 A claim against this warranty can only be made if the Client reports the defect to the Producer within 48 hours upon discovering said defect, or by the latest of 7 days after delivery of the product, so that the Producer can adequately respond to the Client.

13.5 The Client shall check in advance whether the item to be delivered is suitable for its stated purpose.

13.6 This warranty is limited to:

- manufacturing faults, and therefore does not include damage as a result of improper, negligent or incompetent use, assembly or maintenance by the Client or a third party;
- deliveries to clients within the EU;
- the replacement of the ordered item.

13.7 This warranty is considered void:

- upon resale of the delivered items, unless the parties have explicitly agreed otherwise;
- in the event of modification, alteration, assemblage, changes, or repairs by a third party to or of the delivered items;
- in the event of damage caused by storage or transfer by a third party designated by the client;
- when exposed to harmful substances and/or to temperatures which are too high or too low;
- when overloaded by tensile and compressive forces;
- when not using and/or maintaining the delivered items in accordance with the user instructions;
- when used for a purpose other than that specified by the Client to the Producer or for which it is unsuitable.

13.8 So long as the Client has not fulfilled their obligations arising from the agreement closed by the parties, the Client cannot invoke this warranty provision.

Article 14 Liability and indemnity

14.1 The Producer is not liable for any damages resulting from the execution of the agreement.

14.2 In the event that the Producer is indeed liable for damages, that liability is limited to a maximum of the amount to be paid by the Producer's insurer, at least to a maximum of the claim amount, or at least to that part of the claim to which the liability relates.

14.3 The Producer is never liable for:

- deviations, damage, errors, and defects on items which were unnoticed and approved by the Client;
- deviations, damage, errors, and defects due to incorrect assembly, maintenance and/or use by the Client or a third party;
- indirect damage, including consequential damage, lost revenue and profit, missed savings and damage due to stagnation of business;
- damages as a result of prohibited raw materials due to a change in environmental legislation which took place after the closing of the agreement;
- unlawful, improper or unprofessional use of the delivered items by the Client or third party;
- damages as a result of use not in accordance with instructions, environmental legislation or product information.

14.4 The Producer is not liable for damages of whatever nature caused by the fact that the Producer relied on incorrect and/or incomplete data provided by the Client, in particular with regard to the presence of contaminated or dangerous materials or substances, unless this inaccuracy or incompleteness should have been known by the Producer.

14.5 In the event of defects in building materials or auxiliary materials made available or prescribed by the Client, the Client is liable for any damages due to this.

14.6 The Producer is never liable for damages resulting from advice given. Any advice given is always based on the facts and circumstances known to the Producer and, in mutual consultation, in which the Producer always takes the intention of the Client as a guideline and starting point.

14.7 Any damage claims shall be submitted to the Producer in writing immediately after the damage has arisen.

14.8 The Client shall properly inform its customer in accordance with the instructions and product information. The Client indemnifies the Producer against claims from third parties if the Producer is held liable for damages for which the Client is liable due to the Client's failure to provide such information.

14.9 The Client shall first examine the ordered item to ensure that it is suitable for the purpose for which it is to be used. Should it afterwards transpire that the ordered item is not suitable for this purpose, the Client cannot hold the Producer liable for any resulting damages.

14.10 The limitations of liability for damages included in these general terms and conditions do not apply if the damages are due to intent or gross negligence on the part of the Producer or his subordinates.

14.11 The Client is obliged to ensure that – prior to the delivery of data, documents, materials and/or products – copies/duplicate files are made of the relevant information carriers. The Client shall retain them in case this data is lost during storage with the Producer or becomes unusable due to damage. In that event, the Client shall provide the relevant information again at the request of the Producer.

14.12 Should the Client provide information carriers, electronic files or software etc. to the Producer, the Client guarantees that the aforementioned information carriers, electronic files or software etc. are free of viruses and defects.

Article 15 Intellectual ownership and copyrights

15.1 Without prejudice to the provisions in these general terms and conditions, the Producer reserves all rights and controls that the Producer is entitled to on the basis of intellectual property law and the Copyright Act.

15.2 All items sold and/or produced by the Producer, including designs, sketches, calculations, drawings, models, and brochures, are exclusively intended for use by the Client and may not be duplicated, resold, modified, altered, copied, reproduced, made public, or brought to the notice of

third parties without the Producer's prior permission, unless the nature of the items sold or documents provided indicates otherwise.

15.3 The moulds produced by the Producer remain the property of the Producer and are not handed over to the Client.

15.4 The Client is not entitled to remove the Producer's name or brand on the delivered items.

Article 16 Retention of title

16.1 All items delivered and yet to be delivered by the Producer, whether processed or unprocessed, remain the property of the Producer until the Client has fulfilled all obligations arising from all agreements closed with the Producer.

16.2 While the items are under retention of title, the Client may not pledge the items or encumber them in any other way.

16.3 The Client shall insure the items under retention of title at replacement value. The compensation paid by the insurer replaces the aforementioned items and belongs to the Producer.

16.4 If third parties seize the delivered items under retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform the Producer of this as soon as can be reasonably expected.

16.5 In the event that the Producer wishes to exercise its ownership rights as referred to in this article, the Client now gives unconditional and irrevocable permission to the Producer, or third party to be designated by the Producer, to enter any location where the property of the Producer is located for the purpose of retrieving those items.

Article 17 Export

17.1 Unless otherwise agreed in writing, payment for export transactions must be made by means of a confirmed and irrevocable accreditation issued by a Dutch bank. Both transshipment and partial shipments are possible on the basis of this accreditation. The accreditation can be transferred by the Producer.

17.2 The Client guarantees that if an import certificate or licence is required for the import of the items into the country of destination, such an import certificate or licence has been or will be obtained for shipment. Should the Client fail to obtain such an import certificate or licence, the Client is liable for any resulting damages.

Article 18 Payment

18.1 Payment shall be made separately in cash, or by means of a deposit prior to the invoice date, or within 30 days of the invoice date in a manner to be specified by the Producer in the currency stated in the invoice. Objections to the amount of the invoice do not suspend the obligation to pay.

18.2 After closing an agreement, the Producer has the right levy a credit limitation surcharge of 1% which is not charged should payment be made within 8 days of the invoice date.

18.3 If the Client fails to pay within the agreed payment period, the Client is legally in default. The Client then owes interest at 1.5% per month or part thereof, unless the statutory interest rate or statutory commercial interest rate is higher, in which case the highest interest rate applies. The interest on the claimable amount shall be calculated from the moment that the Client is in default up to the moment of payment of the full amount.

18.4 In the event of liquidation, (application for) bankruptcy, admission of the Client to legal debt restructuring pursuant to the Natural Persons Debt Restructuring Act, guardianship order, seizure, or (provisional) suspension of payment by the Client, claims by the Producer against the Client are immediately claimable.

18.5 Payments are firstly intended to reduce the costs, then to reduce the interest still due, and finally to reduce the principal sum and the ongoing interest.

Article 19 Collection costs

19.1 Should the Client be in default, or in default in the (timely) fulfilment of their obligations, all reasonable costs for obtaining a settlement out of court shall be borne by the Client. In any event, the Client owes collection costs in the case of a monetary claim. The collection costs are calculated in accordance with the collection rate as advised by the Netherlands Bar Association in collection cases, with a minimum of € 350.00.

19.2 If the Producer has incurred higher costs which were reasonably necessary, these also qualify for reimbursement. Legal and execution costs are also the responsibility of the Client.

Article 20 Confidentiality

20.1 Both parties are obliged to maintain the confidentiality of all information that they have received from each other or from another source in the context of their agreement. Information is to be considered confidential if this is communicated by one of the parties or if this results from the nature of the information.

20.2 Should the Producer be obliged to provide confidential information to third parties designated by law or the competent court on the basis of a legal provision or a court ruling and the Producer cannot call upon their right to refuse on a legal basis or through competent court ruling to that effect, the Producer is not obliged to pay damages or compensation and the Client is not entitled to terminate the agreement on the basis of any damages caused as a result.

Article 21 Translations of these terms and conditions

Only the Dutch version of these terms and conditions is to be considered authentic. Should a translation differ in any way, the Dutch text will prevail.

Article 22 Disputes

All disputes arising from the agreement closed between the parties shall in the first instance be decided by the competent court in the place where the Producer is established. Nevertheless, the Producer has the right to submit the dispute to a lawfully competent court or to a Board of Arbitration.

Article 23 Applicable law

Dutch law is applicable to every agreement between the Producer and the Client. The Vienna Sales Convention is expressly excluded.

Article 24 Deposit

These terms and conditions have been deposited at the office of the Chamber of Commerce and Factories for East Brabant under number 170 60 850.