

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF MIXMASTERS BV

Article 1 – General

- 1.1 In these terms and conditions ("Terms and Conditions"), the terms below are defined as follows:
 - **Seller:** Mixmasters BV.
 - **Buyer:** any natural person or legal entity who negotiates the conclusion of an Agreement with the Seller and/or enters into an Agreement with the Seller.
 - **Agreement:** an Agreement between the Buyer and the Seller on the basis of which the Seller delivers Products.
 - **Products:** the Seller's goods, services and/or advice, in the broadest sense of the word.
- 1.2 These Terms and Conditions apply to all offers, quotations, order confirmations, Agreements and all related (legal) actions of the Seller and the Buyer. In the event of a conflict, the Agreement prevails over these Terms and Conditions.
- 1.3 The applicability of general terms and conditions of the Buyer, of any title, is explicitly rejected by the Seller.
- 1.4 Any deviations from these Terms and Conditions and from the Agreement are only valid if and insofar as these have been explicitly laid down in writing by the Seller and only apply once.
- 1.5 In the event of nullity, cancellation or otherwise non-applicability of (a part of) one or more provision(s) of the Terms and Conditions, the remaining provisions will remain in full force. In such cases, any actions will be in line with the void, nullified or non-applicable provision.

Article 2 – Conclusion of Agreements

- 2.1 All offers, quotations, order confirmations and statements made by or on behalf of the Seller are entirely without obligation.
- 2.2 An Agreement is only concluded if a written Agreement signed by both parties is entered into, or when the Seller sends an order confirmation to the Buyer by e-mail or in writing, which order confirmation in such case shall be considered to be a correct and complete representation of the Agreement concluded between Seller and Buyer.
- 2.3 In the event that no written Agreement has been concluded and no order confirmation has been sent, the parties will nevertheless be bound by the Agreement if the Seller starts the execution of the Agreement. The invoice will in that case be regarded as the order of the Buyer and as the correct representation of the Agreement between the Seller and the Buyer.
- 2.4 The Buyer is not entitled to transfer this Agreement and/or rights and obligations arising therefrom in whole or in part to a third party, without the prior written consent of the Seller.

Article 3 – Prices and payment

- 3.1 Unless otherwise stated, prices are in euro and exclusive of VAT, other costs, taxes, levies, duties and import and export duties that are legally due. The Buyer bears the exchange risk in the case of payment in foreign currency.
- 3.2 Prices are based on the cost factors and cost price elements applicable at the time of conclusion of the Agreement, such as: import and export duties, freight and insurance, unloading costs, levies and taxes, raw materials, electricity and gas, products and services obtained from third parties, salaries, social security costs and insurance premiums. The Seller is entitled to adjust

- the agreed prices if the price of the cost factors has risen in relation to the prices on which the Agreement is based. The Buyer undertakes to accept a 10% price increase.
- 3.3 Payments must be made within 14 (fourteen) days after the invoice date. The Buyer shall pay the invoiced amounts without deductions, discounts or settlement and is not entitled to suspend any payment obligation toward the Seller.
- 3.4 All payment periods are deadlines. If no payment has been made within 14 (fourteen) days after the invoice date, the Buyer is immediately in default and all claims of the Seller against the Buyer, for any reason, are immediately due and payable. In that case, the Buyer will owe the statutory commercial interest (Book 6, Article 119a of the Dutch Civil Code) from the due date of the invoice. In addition, in the event of late payment, all judicial and extrajudicial collection costs will be borne by the Buyer. The extrajudicial collection costs are set at 15% of the principal sum, including VAT, with a minimum of € 250 without prejudice to the right of the Seller to demand reimbursement of the actual costs if these costs are higher and without prejudice to the costs of legal proceedings or arbitration.
- 3.5 Complaints about an invoice must be submitted to the Seller in writing within 8 (eight) days of the invoice date. After this period, complaints will no longer be processed and the Buyer's rights will have expired. A complaint does not suspend the payment obligation.
- 3.6 The Seller shall at all times be entitled to demand payment in advance from the Buyer, or any form of security, including but not limited to rights of lien and bank guarantees, to which the Buyer is obliged to cooperate.

Article 4 – Delivery and delivery times

- 4.1 Unless expressly agreed otherwise, deliveries are made ex works and the Products shall be transported at the expense and risk of the Buyer.
- 4.2 The Seller is entitled to make partial deliveries and submit separate invoices for such partial deliveries.
- 4.3 The specified delivery times apply are approximate times and are not final deadlines. Exceeding delivery times does not entitle the Buyer to compensation, except in case of intent or gross negligence on the part of the Seller.

Article 5 – Complaints and quality

- 5.1 Complaints regarding the quantity of Products delivered and complaints regarding defects or damage must be made immediately after delivery and must be noted by the Buyer on the receipt to be handed to the Seller, and within 8 (eight) days after delivery in writing and stating reasons. Complaints regarding the quality or deviations from the specifications and other complaints must be made in writing within 8 (eight) days of delivery and stating reasons. After the expiration of these times, the right to claim expires and the complaints are no longer being processed. Complaints do not entitle the Buyer to suspend payment.
- 5.2 The right of complaint is cancelled if the Buyer has adapted the Products in the broadest sense of the word, for example when they have been treated or mixed.
- 5.3 If the complaint is well-founded, the Seller will at his discretion either send a credit note or deliver a replacement (similar) Product, only after the originally

delivered Products have been returned. The Seller is not obliged to pay (further) compensation. Credit notes are in principle only offset against outstanding invoices and only paid by the Seller if there are no outstanding invoices or other recoverable receivables.

- 5.4 Legal claims must be brought before the court by the Buyer within 6 (six) months after timely submitting a complaint on the penalty of forfeiture.

Article 6 – Force Majeure

- 6.1 If the Seller is prevented from fulfilling its obligations toward the Buyer due to force majeure, the period within which the Seller must fulfill its obligations shall be extended with the duration of the force majeure situation. Force majeure shall in any case include any circumstance outside the Seller's control, such as, but not limited to, extraordinary weather conditions, sickness of persons employed by the Seller, strikes, government measures, wars, breakdown of machinery and/or malfunctions, delays due to purchase factors or inability to purchase, for example, raw materials, semi-finished products, equipment, fuel or transport, changes in the assortment of suppliers, import and export bans or import and export impediments, transport impediments, both in the event these situations occur at the Seller's business and at its suppliers.
- 6.2 In case the force majeure situation lasted longer than 2 (two) months, or it is certain that it will last longer than 2 (two) months, both parties have the right to dissolve the Agreement with regard to the part not yet been fulfilled by the Seller.
- 6.3 In case of a force majeure situation, the Buyer is not entitled to any compensation.

Article 8 – Retention of property

- 8.1 The Seller reserves the ownership of all delivered Products until all claims against the Buyer in respect of each Agreement or otherwise have been fully paid to the Seller.
- 8.2 As long as the ownership of the Products has not been transferred to the Buyer, the Buyer may not sell the Products, pledge them, grant third parties any other right thereto, except within its normal business operations.
- 8.3 The Seller is entitled to unrestricted access to the Products that belong to the Seller. The Buyer shall provide the Seller with all cooperation in order to give the Seller the opportunity to exercise its retention of title by taking back the Products, including any disassembly required to do so.
- 8.4 The Buyer is obliged to store the Products, which have been delivered subject to retention of title, with due care and recognizable as the Seller's property.
- 8.5 If the Buyer is in default with payment and the Seller thereby reclaims the delivered Products using the retention of title, the costs thereof shall be borne by the Buyer.
- 8.6 If and as long as the Seller is the owner of the Products, the Buyer shall inform the Seller immediately when these are seized or seizure is imminent or if (any part of) the Products are otherwise claimed. The Buyer must moreover point out to the third party to the Seller's rights (of ownership).

Article 9 – Suspension and dissolution

If the Buyer fails in any obligation toward the Seller, or if the Seller can reasonably expect that the Buyer will fail to

fulfill any obligation toward the Seller, for example if it becomes aware that the Buyer's creditworthiness is declining, the Seller has the right to suspend (further) execution of its obligations under the Agreement by means of a written notification, without the Seller being obliged to pay any compensation and without prejudice to its other rights.

In the case where the Buyer:

- is in a state of insolvency, declared bankrupt, is admitted to the statutory debt-restructuring scheme for natural persons, or applies by itself for its bankruptcy or suspension of payments or admission to the statutory debt-restructuring scheme for natural persons, renounces his property, or (part of) his assets are seized;
- is placed under receivership or otherwise loses the power to dispose of its assets or parts thereof;
- proceeds to cessation or transfer of his business or a part thereof, including the contribution of his company to a company to be incorporated or already in existence, or changes the objective of his business;
- dies;
- fails to fulfil, or fails to timely and/or properly comply with any obligation under the law or pursuant to the Agreement or the Terms and Conditions;

the Seller shall be entitled to dissolve the Agreement with immediate effect, without notice of default or court intervention, in whole or in part by means of a written notice, without prejudice to its other rights.

Article 10 – Liability

- 10.1 The Seller is not liable for any damage suffered by the Buyer or third parties except insofar as the damage is the direct result of intent or deliberate recklessness on the part of the Seller.
- 10.2 Without prejudice to the provisions of the previous paragraph, the liability of the Seller is limited to the invoice value of the part of the Agreement, from which the liability ensues.
- 10.3 The Seller is in no way liable for indirect damage such as consequential damage, damage due to delays and loss of profit or loss of turnover.
- 10.4 The Buyer shall indemnify the Seller and hold it harmless against all claims by third parties, directly or indirectly related to (the use of) the Products and it shall compensate Seller for all damage suffered by the Seller as a result of such claims.

Article 11 – Disputes and applicable law

- 11.1 Dutch law applies to these Terms and Conditions as well as to the Agreement.
- 11.2 Any disputes arising in relation to the Agreement or these Terms and Conditions shall exclusively be settled by the District Court of Gelderland, location Arnhem, or another competent court to the Seller's choice.