

## General conditions Wezenberg Trading B.V

### Article 1. Definitions

1. These general conditions apply to all services, offers and quotations of Wezenberg Trading B.V. and to all agreements, of whatever nature, that Wezenberg Trading B.V. closes.
2. The contractor or seller is referred to in the general terms and conditions as Wezenberg Trading B.V. , while the other party is the buyer or principal.
3. Deviations from these general terms and conditions must only be submitted in writing with Wezenberg Trading B.V. to be agreed.

### Article 2 General

1. The provisions of these general terms and conditions apply to every offer and every agreement between Wezenberg Trading B.V. and a buyer, on which Wezenberg Trading B.V. has declared these conditions applicable to the extent that these conditions have not been deviated explicitly and in writing by the parties.
2. These conditions also apply to all agreements with Wezenberg Trading B.V. for the execution of which third parties should be involved.
3. The general terms and conditions of the buyer only apply if it has been expressly agreed in writing that they apply to the agreement to the exclusion of these conditions. In that case, any conflicting provisions in the general terms and conditions of Wezenberg Trading B.V. and buyer only apply between parties if and for as far as they are part of the conditions of Wezenberg Trading B.V.
4. If one or more provisions in these general terms and conditions are null and void or become void, the other provisions of these general terms and conditions remain fully applicable. Wezenberg Trading B.V. and buyer will then consult in order to agree new provisions to replace the void or voided provisions, whereby if and as far as possible the purpose and intent of the original provision will be observed.

### Article 3 Offers and tenders

1. All offers are without obligation, unless a term for acceptance is mentioned in the offer.
2. By Wezenberg Trading B.V. made offers are without obligation, they are valid for 30 days, unless stated otherwise. Wezenberg Trading B.V. is only bound to the offers if the acceptance thereof is confirmed in writing by the buyer within 30 days.
3. Delivery times in offers from Wezenberg Trading B.V. are indicative and do not give the buyer the right to dissolution on compensation if this is exceeded, unless expressly agreed otherwise.
4. The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies as well as shipping and any transport and packaging costs unless expressly stated otherwise.
5. If the acceptance deviates (on minor points) from the offer included, Wezenberg Trading B.V. unbound. The agreement will then not be concluded in accordance with this deviating acceptance, unless Wezenberg Trading B.V. indicates otherwise.
6. A composite quotation obliges Wezenberg Trading B.V. not to deliver part of the goods included in the offer or quotation at a corresponding part of the stated price.
7. Offers or quotations do not automatically apply to repeat orders.
8. As a buyer to Wezenberg Trading B.V. data, drawings etc. provided, Wezenberg Trading B.V. start from the correctness of this and will base its offer on this. For other errors and deviations from price, images, drawings and indications of sizes and weights in price lists and for (non-binding) offers and / or order confirmations Wezenberg Trading B.V. not liable.

### Article 4 Execution of the agreement

1. Wezenberg Trading B.V. shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge at that time.
2. If and insofar a proper execution of the agreement requires, Wezenberg Trading B.V. the right to have certain activities performed by third parties.
3. The buyer shall ensure that all data, of which Wezenberg Trading B.V. indicates that these are necessary or of which the buyer should reasonably understand that these are necessary for the execution of the agreement, timely to Wezenberg Trading B.V. be provided. If the data required for the execution of the agreement are not sent to Wezenberg Trading B.V. have been provided, Wezenberg Trading B.V. the right to suspend the execution of the agreement and / or charge the buyer additional costs resulting from the delay in accordance with the customary rates.
4. Wezenberg Trading B.V. is not liable for damage of any kind, because Wezenberg Trading B.V. is based on incorrect and / or incomplete information provided by the buyer, unless this inaccuracy or incompleteness for Wezenberg Trading B.V. should have been known.
5. If it has been agreed that the agreement will be executed in phases Wezenberg Trading B.V. to suspend the execution of those

parts belonging to a following stage until the buyer has approved the results of the preceding phase in writing.

6. If by Wezenberg Trading B.V. or by Wezenberg Trading B.V. third parties engaged in the context of the assignment work are carried out at the location of the buyer or a location designated by the buyer, the buyer shall provide the facilities reasonably desired by those employees free of charge.

7. Buyer indemnifies Wezenberg Trading B.V. for any claims by third parties, which suffer damage in connection with the execution of the agreement and which are attributable to the buyer.

#### Article 5 Delivery

1. delivery takes place ex factory of Wezenberg Trading B.V. .

2. If delivery takes place on the basis of "Incoterms", the "Incoterms" applicable at the time of concluding the agreement will apply.

3. Buyer is obliged to take the case at the moment that Wezenberg Trading B.V. delivers or has it delivered to him, or at the time when it is made available to him according to the agreement.

4. If the buyer refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, Wezenberg Trading B.V. entitled to store the goods at the expense and risk of the buyer.

5. If the goods are delivered Wezenberg Trading B.V. entitled to charge any transport costs. These will then be invoiced separately.

6. If Wezenberg Trading B.V. information required by the buyer in the context of the execution of the agreement, the delivery period starts after the buyer has sent it to Wezenberg Trading B.V. has made available.

7. If Wezenberg Trading B.V. has indicated a delivery period, this is indicative. A specified delivery time is therefore not a fatal deadline. If the term is exceeded, the buyer must Wezenberg Trading B.V. written notice of default.

8. Wezenberg Trading B.V. is entitled to deliver the goods in parts, unless this has been deviated from by agreement or if the partial delivery does not have an independent value. Wezenberg Trading B.V. is entitled to invoice the thus delivered separately.

9. If it has been agreed that the agreement will be executed in phases Wezenberg Trading B.V. to suspend the execution of those parts belonging to a following stage until the buyer has approved the results of the preceding phase in writing.

#### Article 6 Samples and models

If a sample or model has been shown or provided to the buyer, then it is presumed to have been provided as an indication without the item having to comply with it, unless it is expressly agreed that the item will correspond with it.

#### Article 7 Research, advertising

1. A buyer is obliged to inspect the delivered goods at the time of delivery, but in any case within as short a time as possible. In doing so, the buyer should investigate whether the quality and quantity of the delivered goods correspond with what has been agreed, or at least meets the requirements that apply to them in normal (trade) traffic.

2. Possible visible shortcomings will be sent to Wezenberg Trading B.V. in writing within three days of delivery. to be reported with accurate information about the nature and basis of the complaints. Invisible defects must be reported within three weeks of discovery but no later than 12 months after delivery.

3. If, pursuant to the previous paragraph, a complaint is not made in good time, buying remains obligatory for the purchase and payment of the purchased items. If the buyer wishes to return defective goods, this will be done with the prior written consent of Wezenberg Trading B.V. in the manner described by Wezenberg Trading B.V. indicated.

#### Article 8 Fees, price and costs

1. If Wezenberg Trading B.V. with the buyer a fixed sale price has been agreed, Wezenberg Trading B.V. nevertheless entitled to increase the price in cases as mentioned below.

2. Wezenberg Trading B.V. may pass on price increases if Wezenberg Trading B.V. can demonstrate that between the time of the offer and execution of the agreement significant price changes have occurred in respect of, for example, exchange rates, wages, raw materials, semi-finished products or packaging materials.

3. if the price increase exceeds 10%, the buyer is entitled to dissolve the agreement, unless this price increase is the result of a change in the agreement or ensues from a power to do so pursuant to the law.

4. The Wezenberg Trading B.V. prices used are exclusive of VAT and any other levies, as well as any costs to be incurred within the framework of the agreement, including shipping and handling costs, unless stated otherwise.

#### Article 9 Amendment of the agreement

1. If during the execution of the agreement it appears that for a proper implementation it is necessary to change and / or supplement the work to be performed, the parties shall adjust the agreement accordingly in good time and in mutual consultation.

2. If the parties agree that the agreement will be amended and / or supplemented, the time of completion of the execution can be influenced as a result. Wezenberg Trading BV will notify the buyer as soon as possible.

3. If the amendment and / or supplement to the agreement have financial and / or qualitative consequences, Wezenberg Trading

B.V. inform the buyer about this in advance.

4. If a fixed rate has been agreed, Wezenberg Trading B.V. indicate the extent to which the change or supplement to the agreement results in an overrun of this fixed rate.

5. Contrary to what is stipulated in this, Wezenberg Trading B.V. can not charge additional costs if the change or supplement is the result of circumstances that can be attributed to it.

#### Article 10 Payment

1. Payment must be made within 30 days of the invoice date, on a by Wezenberg Trading B.V. to be specified in the currency in which is invoiced. Objections against the height of the invoices do not suspend the payment obligation.

2. If the buyer fails to pay within the 30-day period, the buyer is legally in default. At that moment all outstanding invoices from Wezenberg Trading B.V. immediately due and payable to the kper. This is also the case if the buyer has gone bankrupt, is in suspension of payment, if attachment of the counterparty is made, if the company is dissolved and / or liquidated, but also if the buyer is placed under guardianship or dies.

3. From the moment of default, the Buyer owes an interest of 1.5% per month, unless the statutory interest is higher, in which case the statutory interest applies. For the calculation of the interest rate, a part of the month counts as a whole month.

4. Wezenberg Trading B.V. has the right to have the payments made by the buyer go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. Wezenberg Trading B.V. can, without being in default, refuse an offer of payment if the buyer designates a different order for the allocation. Wezenberg Trading B.V. may refuse full payment of the principal sum, if not also the interest and accrued interest as well as the costs are paid.

#### Article 11 Retention of title

1. All by Wezenberg Trading B.V. goods delivered, including any designs, sketches, drawings, films, software, (electronic) files etc. remain the property of Wezenberg Trading B.V. until the buyer has all the following obligations from all with Wezenberg Trading B.V. concluded agreements.

2. The buyer is not authorized to pledge the goods subject to retention of title in any other way.

3. If third parties seize goods delivered under retention of title or want to establish or assert rights on them, the buyer is obliged to Wezenberg Trading B.V. to be informed as soon as reasonably may be expected.

4. The buyer undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.

5. By Wezenberg Trading B.V. goods delivered that fall under the retention of title pursuant to 1. of this article may only be resold within the framework of normal business operations and may never be used as a means of payment.

6. In case Wezenberg Trading B.V. to exercise its property rights as referred to in this article, the buyer will now give unconditional non-returnable permission to Wezenberg Trading B.V. or by these third parties to enter all those places but the properties of Wezenberg Trading B.V. to be present and to take back these items.

#### Article 12 warranty

1. Wezenberg Trading B.V. guarantees that the items to be delivered meet the usual requirements and standards that can be set for them and are free of any defects.

2. The guarantee mentioned under 1 also applies if the goods to be delivered are intended for use abroad and the purchaser has explicitly notified Wezenberg Trading B.V of this use at the time of entering into the agreement.

3. The guarantee mentioned under 1 applies per component for different periods. You can request a detailed warranty overview.

4. If the goods to be delivered do not comply with these guarantees, such a Wezenberg Trading B.V. the goods within a reasonable time after receipt thereof or, if return is not reasonably possible, replace written notice regarding the defect by the buyer, at Wezenberg Trading B.V.'s option, or arrange for repair. In case of replacement, the buyer already commits the replacement case to Wezenberg Trading B.V. to return and ownership to Wezenberg Trading B.V. to provide.

5. The guarantee referred to here does not apply if the defect arises as a result of judicious or improper use or when, without written permission from Wezenberg Trading BV, the buyer or third parties have made changes or attempt to introduce the goods or these have been used for purposes for which the case is not intended.

6. If the Wezenberg Trading B.V. The guarantee provided is a matter that was produced by a third party, the guarantee is limited to that provided by the manufacturer of the item.

#### Article 13 collection costs

1. If the buyer is in default or omission in the (temporary) fulfillment of his obligations, then all reasonable costs incurred in obtaining payment out of court on behalf of the buyer. In any case, the buyer owes collection costs in the event 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.

2. If Wezenberg Trading B.V. higher costs, which were reasonably necessary, these are also eligible for reimbursement.

3. Any reasonable judicial and execution costs incurred will also be borne by the buyer.

#### Article 14 suspension and dissolution

1. Wezenberg Trading B.V. is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if: Buyer does not or not fully comply with the obligations from the agreement -after the conclusion of the agreement Wezenberg Trading B.V. come to the knowledge of circumstances giving good reason to fear that the buyer will not fulfill the obligations. In the event that there is good reason to fear that the buyer will only partially or improperly fulfill his obligations, the suspension is only permitted insofar as the shortcoming justifies it. Buyer at the conclusion of the agreement is requested to provide security for the fulfillment of his obligations under the agreement and this security is not provided or is insufficient. As soon as security has been provided, the authority to suspend will lapse, unless this payment has been unreasonably delayed.
2. Furthermore, Wezenberg Trading B.V. authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that performance of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be demanded, or if other circumstances arise which are of such a nature that unchanged maintenance of the agreement can not reasonably be expected.
3. If the agreement is dissolved, the claims of Wezenberg Trading B.V. on the buyer immediately due and payable. If Wezenberg Trading B.V. the performance of the obligations is suspended, he retains his rights under the law and agreement.
4. Wezenberg Trading B.V. always reserves the right to claim compensation.

#### Article 15 Returns made available

1. If Wezenberg Trading B.V. the buyer has made goods available during the execution of the agreement, the buyer is obliged to return the delivered goods within 14 days in their original condition, free of defects and in full. If the buyer fails to meet this obligation, all resulting costs are for his account.
2. If, for any reason whatsoever, the buyer still remains in default with regard to the obligation referred to under 1 after being warned to do so, Wezenberg Trading B.V. the right to recover the resulting damage and costs, including the costs of replacement, from the buyer.

#### Article 16 Liability

1. If by Wezenberg Trading B.V. delivered goods are defective, the liability of Wezenberg Trading B.V. vis-à-vis the buyer is limited to what is regulated in these conditions under 'Granties'.
2. If Wezenberg Trading B.V. is liable for direct damage, then this liability is limited to a maximum of the amount of the costs incurred by the insurer of Wezenberg Trading B.V. to be granted, at least up to twice the invoice amount, at least that part of the agreement to which the liability relates.
3. Direct damage is exclusively understood to mean: -the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions; -the possible reasonable costs made to the defective performance of Wezenberg Trading B.V. to have the agreement answered, unless this defect is not due to Wezenberg Trading B.V. can be allocated; - reasonable costs incurred for the prevention of damage, insofar as the buyer demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
4. Wezenberg Trading B.V. is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
5. The limitations of liability for direct damage included in these conditions do not apply if the damage is due to intent or gross negligence of Wezenberg Trading B.V. or his subordinates.

#### Article 17 risk transfer

The risk of loss or damage to the products that are the subject of the agreement passes to the buyer at the time when these purchases are legally and / or actually delivered and thus in the power of the buyer or of a buyer to be designated third parties.

#### Article 18 force majeure

1. The parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and that they are not accounted for by law, legal action or generally accepted practice.
2. Force majeure means in these general terms and conditions in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, on which Wezenberg Trading B.V. can not exert any influence, but as a result of which Wezenberg Trading B.V. is unable to meet his obligations. Work strikes in the company of Wezenberg Trading B.V. are included.
3. Wezenberg Trading B.V. is also entitled to invoke force majeure if the circumstance that prevents (further) performance occurs after Wezenberg Trading B.V. should have fulfilled his commitment.
4. During the period that the force majeure continues, the parties can suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.
5. Insofar as Wezenberg Trading B.V. at the time of the occurrence of force majeure meanwhile partially fulfilled its obligations under the agreement or will be able to fulfill them, and the part to which the fulfilled or fulfilling part is due, is Wezenberg Trading

B.V. entitled to invoice the part already fulfilled or to be fulfilled separately. Buyer is obliged to pay this invoice as if it were a separate agreement.

#### Article 19 Indemnities

1. The buyer indemnifies Wezenberg Trading B.V. against claims by third parties with regard to the intellectual property rights on materials or data provided by the buyer, which are used in the execution of the agreement.
2. If buyer to Wezenberg Trading B.V. information carriers, electronic files or software etc. are provided, the buyer guarantees that this does not infringe third-party proprietary or copyright rights, and that the information carriers, electronic files or software are free of viruses and defects.

#### Article 20 Intellectual property and copyrights

1. Without prejudice to the other provisions in these general terms and conditions, Wezenberg Trading B.V. the rights and powers for that Wezenberg Trading B.V. forward under the Copyright Act.
2. The buyer is not allowed to make changes to the goods, unless the nature of the delivery follows otherwise or otherwise agreed in writing.
3. Any designer, sketches, drawings, films, software and other materials or (electronic) files created by the user in the context of the agreement shall remain the property of Wezenberg Trading BV, whether this is the buyer or third parties. provided. Unless otherwise agreed.
4. All documents provided by the user, such as designs, sketches, drawings, films, software, (electronic) files, etc., are exclusively intended for use by the buyer and may not be used by him without the prior permission of Wezenberg Trading B.V. are reproduced, published or brought to the knowledge of third parties, unless the nature of the documents provided dictates otherwise.
5. Wezenberg Trading B.V. reserves the right to use any knowledge acquired through the execution of the work for other purposes, in so far no confidential information is brought to the knowledge of third parties.

#### Article 21 Confidentiality

1. Both parties are obliged to keep confidential all confidential information that they have received from each other or from another source in the context of an agreement. Information money as confidential if this is communicated by the party or if this results from the nature of the information.
2. If, on the basis of a statutory provision or court order, Wezenberg Trading B.V. is obliged to provide confidential information to third parties designated by the law or the competent court, and user can not rely on a legally or by the competent court recognized or permitted right of change, then user is not obliged to pay compensation or indemnification and the other party is not entitled to terminate the agreement on the basis of any damage caused by this.

#### Article 22 Non-takeover personnel

During the term of the agreement, as well as one year after the termination thereof, the buyer will in no way, except after proper business consultation has taken place with Wezenberg Trading B.V., employees of Wezenberg Trading B.V. or from companies on which Wezenberg Trading B.V. has applied for the execution of this agreement and who have been or have been involved in the performance of the agreement, take on the service or otherwise, directly or indirectly, make it work.

#### Article 23 Disputes

1. The judge at the location of Wezenberg Trading B.V. has exclusive jurisdiction to hear disputes, unless the cantonal judge is competent. Nevertheless, Wezenberg Trading B.V. the right to submit the dispute to the competent court according to the law.
2. The parties will first appeal to the court after they have made every effort to settle a dispute by mutual agreement.

#### Article 24 Applicable law

1. On any agreement between Wezenberg Trading B.V. and the buyer is governed by Dutch law. Viennese buying behavior is explicitly excluded.

#### Article 25 Change and location of the conditions

These conditions are filed at the office of the Chamber of Commerce 's-Hertogenbosch.

Applicable is always the last registered version or the version that applied at the time of the conclusion of the agreement.