

# Terms and Conditions

## Gebr. de Boon BV. – Gorinchem (NL)

### Article 1. Applicability

A. These terms and conditions apply to all offers, agreements and deliveries of De Boon. References by other parties to their own terms and conditions are not accepted by De Boon. B. The other party with whom a contract has once been concluded on the basis of these terms and conditions is deemed to have tacitly agreed with the applicability of these terms and conditions to agreements concluded with De Boon at a later date.

### Article 2. Quotations

A. All offers, regardless of whether they are made in a special quotation, in price lists, catalogs or stock estimates or otherwise, are without obligation. B. All agreements, even if and insofar as they have been entered into by intermediaries, whether or not employed by De Boon, are only concluded after they have been agreed in writing or orally by De Boon or by an authorized person expressly authorized by De Boon. confirmed, or have been carried out without prior confirmation of the order. C. The written order confirmation is deemed to be correct and approved, unless written objections have been received from De Boon within 5 days after De Boon's dispatch. D. If the other party expressly requests that a quotation be issued, but the order to which the quotation relates is not received within 2 months, the costs incurred by De Boon in order to be able to provide its quotation can, insofar as usual, be charged. E. Drawings, calculations, descriptions and appendices relating to an offer are deemed to form part of this offer and remain the property of De Boon. They may never be copied or reproduced in any other way, shown or issued to third parties, published or used without express permission and must be returned immediately at our request.

### Article 3. Changes to the agreement

A. If, after the order has been issued, changes are still required in the execution thereof, these must be notified to De Boon in good time. B. Changes made to an order that has already been issued may result in De Boon exceeding the delivery time agreed prior to the changes. De Boon bears no responsibility for such delays.

### Article 4. Execution of the agreement

De Boon is entitled, without the consent of the other party, to outsource the assignment or parts thereof to third parties not employed by it, if this promotes a good and efficient execution of the assignment, unless this is contrary to the nature of the assignment.

### Article 5. Prices

A. De Boon's prices are exclusive of turnover tax and other government charges related to the transaction. B. De Boon's prices are calculated for delivery to the other party's company or home if use can be made of fixed routes and including packaging. C. Quotations are only made on the basis of the prices applicable at the time of the conclusion of the agreement. D. If, after the conclusion of the agreement, the prices of materials, raw materials or semi-finished products, wages, premiums of any kind, freight, taxes, exchange rates and/or other factors that also determine the price of the goods or services, change, De Boon is entitled to pass on these changes to the other party accordingly. E. If this price increase takes place within three months after the conclusion of the agreement, the other party will have the right, provided that De Boon has been notified in writing within three days of becoming aware of the price increase, to take back the order and to suffice with compensating the performance already performed, on the basis of the prices applicable before the increase. F. The provisions of E. of this article do not apply to price increases to which De Boon is obliged or authorized by virtue of statutory provisions. G. The following applies in agreements relating to the delivery of books within the meaning of the Fixed Book Price Act. The other party undertakes to observe the provisions of the Fixed Book Price Act. The other party indemnifies De Boon against all damage suffered by De Boon if De Boon is held liable by third parties (including the Media Authority) due to the other party's failure to do so.

### Article 6. Delivery

A. Delivery times are without obligation and are only approximate. Exceeding the delivery time can never give rise to a claim for compensation, unless the other party has expressly determined that there is a strict deadline, or this is

clearly evident from the agreement. B. The risk of destruction and/or damage to the goods transfers to the other party as soon as the goods leave De Boon's warehouse, insofar as they cannot be recovered from De Boon's "all-risk" transport insurance. C. If goods or services sold by De Boon are not accepted by the other party for reasons that are not at the risk of De Boon, they will be available for three weeks. The goods are stored during this period at the expense and risk of the other party. After the aforementioned period, De Boon has the right to either demand compliance with the agreement or to dissolve it without judicial intervention, without prejudice to the right to compensation.

### Article 7. Security

A. De Boon is always entitled, before commencing or continuing the work and before delivering or continuing with the delivery, to demand sufficient security from the other party for the fulfillment of payment obligations. B. If the required security is not sufficiently demonstrated or the legal form of the other party has changed, De Boon has the right to dissolve the agreement in whole or in part without judicial intervention and to take back items already delivered and not yet processed, without prejudice to the Boon will then be entitled to payment of that which is due upon termination of the agreement.

### Article 8. Payment

Payment must be made, without any deduction or set-off, within 30 days of the invoice date by transfer to a bank or giro account to be designated by De Boon. Full or partial prepayment may be required.

### Article 9. Default

A. If the other party has not fulfilled its payment obligation or any other provision of the agreement, has not fulfilled its payment obligation or has fulfilled any other provision of the agreement, or if its goods are attached, if it applies for suspension of payment or debt restructuring or if its bankruptcy is applied for, he will be deemed to be in default by operation of law and the total amount owed to De Boon will be immediately due and payable without demand or notice of default, irrespective of previously

agreed payment terms. B. The amount referred to under A. is increased with default interest of 2% per month, calculated from the due date (a part of a month is counted as a whole month) over the gross invoice amount, until the time of full payment. C. In the cases referred to under A, De Boon also has the right, at its discretion, to suspend the execution of the agreements that are still in progress, or to dissolve them without judicial intervention, without any obligation on the part of De Boon to pay any compensation to the counterparty. D. If De Boon is forced to hand over an unpaid invoice for collection, De Boon is entitled to charge the debtor a fee in respect of interest and extrajudicial collection costs. The extrajudicial costs are equal to 15% of the outstanding amount in principal. E. Part payments are first settled against the collection costs owed, then against interest and otherwise against the outstanding principal.

#### **Article 10. Retention of title**

A. Goods delivered by De Boon remain the property of De Boon until the other party has fulfilled its obligations, including interest and costs, from all agreements concluded with De Boon. B. Goods delivered by De Boon, which by virtue of A. are subject to retention of title, may only be resold in the context of normal business operations. Incidentally, the other party is not authorized to pledge the goods or to establish any other right to them. C. If the other party does not fulfill its obligations or there is a well-founded fear that it will not do so, De Boon is entitled to take back the goods delivered to which the retention of title referred to in A. rests from the other party or third parties who hold the goods for the other party. The other party is obliged to provide full cooperation to this end on pain of a fine of 10% of the amount owed by it per day. E. If third parties wish to establish or assert any right to the goods delivered subject to retention of title, the other party is obliged to inform De Boon as soon as may reasonably be expected. F. The other party undertakes on first request: \* to properly insure the delivered goods against usual risks and to make the policy of this insurance available for inspection; \* pledge to De Boon all claims of the other party against insurers with regard to the goods delivered subject to retention of title in the manner prescribed in art. 3:239 BW; – to pledge to De Boon the claims

that the other party acquires against its customers when the goods delivered under retention of title are sold on to De Boon in the manner prescribed in art. 3:239 BW; – to mark the goods delivered under retention of title as the property of De Boon; to cooperate in other ways with all reasonable measures that De Boon wishes to take to protect its property rights with regard to the goods.

#### **Article 11. Force majeure**

A. De Boon is not liable for non-execution, incorrect or late execution of orders, if this is the result of force majeure. Force majeure in the sense of a non-attributable shortcoming in this context is understood to mean: any circumstance independent of De Boon's will that permanently or temporarily prevents De Boon from fulfilling the agreement, as well as – insofar as not already causing such a circumstance – serious malfunctions. in the production process, war, riot, epidemics, natural disasters, fire and other calamities, transport difficulties, strikes, exclusion, government measures, insofar as these circumstances have direct consequences for the correct execution of the assignment. B. If fulfillment by De Boon is impossible, temporarily or otherwise, it is entitled to suspend the execution of the agreement until the circumstance causing the force majeure no longer occurs or to dissolve the agreement (out of court). C. If fulfillment by De Boon is permanently impossible, the other party will be entitled to dissolve the agreement, provided that De Boon has been notified in writing within 8 days of becoming aware of it and under the obligation to purchase from De Boon and reimburse the performed part. of the order. The same applies if the fulfillment will last longer than 4 weeks.

#### **Article 12. Liability**

A. De Boon is not obliged to pay any compensation for damage, of whatever nature, to the other party. If De Boon would nevertheless be obliged to do so on the basis of any statutory regulation, this obligation shall not exceed the amount of the invoice sent in respect of the agreement. B. De Boon's liability in any case does not extend beyond the amount for which it is insured or, if it has not taken out insurance in this regard, to the amount for which an entrepreneur with a company such as that of De Boon usually pays. to ensure. C. De Boon always has the right to undo the damage of the other party. D. The

other party is obliged to indemnify or hold harmless De Boon in respect of all third-party claims for compensation for damage, for which the liability of De Boon in these general terms and conditions in the relationship with the customer is excluded.

#### **Article 13. Complaints**

A. A counterparty who is not satisfied with the goods delivered by De Boon can submit a written complaint during 7 days after receipt of those goods or completion of those activities, on pain of loss of rights. B. Return of the delivered goods can only take place with the prior written consent of De Boon, under conditions to be determined by De Boon. C. If the complaint proves to be well-founded, De Boon will arrange for replacement of the goods or work performed or for a refund of the amounts paid minus the costs incurred. D. Complaints regarding the invoice can be submitted in writing within 7 days of the invoice date. E. The provisions under A do not apply if there is only a minor deviation from what has been agreed. When assessing whether a delivery deviates outside the permissible limits, an average must be taken from the delivery: no rejection can take place on a few pieces or units.

#### **Article 14. Expiration period**

Any claim of the other party will lapse if it is not, after one year (to be calculated from the day on which the goods were delivered or should have been delivered or from the day on which the work was or should have been completed ) is set.

#### **Article 15. Disputes**

A. Dutch law applies to all agreements to which these terms and conditions apply in whole or in part. B. Disputes will be adjudicated by the competent court within the District where De Boon is located.

These terms and conditions have been filed with the Chamber of Commerce in Tiel.