

## **General Conditions Henko A&T B.V.**

### **Article 1 General**

1. The present General Conditions shall be applicable to any bid, offer or agreement between Henko A&T (Adhesives & Tools) B.V., represented by his director Mr. W.L.H. Hendriks, hereafter referred to as "the Contractor", and a counterparty, hereafter to be referred to as "the Client", and to which the Contractor has declared the present Conditions to apply.
2. Any deviating stipulations shall be agreed upon explicitly and in writing. Such stipulations shall, insofar as they do not replace the stipulations of the present General Conditions, be complied with subject to the said General Conditions. Verbal agreements and/or commitments from staff members shall not be binding unless confirmed in writing by the Contractor.
3. If one or more stipulations in the present General Conditions should at any time be found partially or entirely to be null and void, all other terms and conditions otherwise set in the present General Conditions shall remain fully applicable. In such cases the Contractor and the Client shall enter into negotiations in order to agree upon new stipulations to replace any such null and void or voidable stipulations, taking into account insofar as possible the purpose and scope of the original stipulations.
4. In the event of an ambiguity concerning the interpretation of one or more stipulations contained in the General Conditions, such interpretation shall be guided by the intent of the present stipulations.
5. In the event that a situation that is not taken into account in the present General Conditions should arise between the Parties, such situation shall be evaluated on the basis of the intent of the present General Conditions.
6. In the event that the Contractor should not in all cases require strict compliance with the present Conditions, this shall not indicate that the relevant stipulations are not applicable or that the Contractor shall in any manner whatsoever forfeit the right to demand due compliance with the provisions of the present Conditions.

### **Article 2 Bids and offers**

1. All offers, both oral and in writing, shall be without obligation and quoted before VAT, referred to the net weight.
2. Price variations shall be permissible if the agreed delivery date is more than 4 months later than the date of contract conclusion. If the purchase prices have increased by the time of completion of delivery, we are entitled to increase the price in accordance with the price increase.

### **Article 3 Origins of the Agreement**

1. An Agreement shall only come into being as a result of the delivery of the merchandise or by the start of the work, or by written order confirmation on the part of the Contractor.
2. The entire Agreement is deemed to be implied in the acknowledgment: unilateral addenda and/or amendments shall have no effect unless the Contractor confirms such amendments and/or addenda in writing.

### **Article 4 Data furnished by the client**

1. The Client shall ensure that all data described by the Contractor as being necessary or in respect to which the Client would normally be expected to understand that they are necessary for the implementation of the Agreement shall be provided to the Contractor on a timely basis.
2. If the data required for implementation of the Agreement are not provided to the Contractor in a timely manner, the Contractor shall be entitled to stay or postpone the implementation of the Agreement and/or to onward bill any additional costs resulting from such delay to the Client at the standard Jutes.

### **Article 5 Implementation of the Agreement**

1. Any delivery of products bought by the Contractor shall in all cases take place for the account and risk of the Client, in the understanding that the Contractor shall be prepared to assume the risk of damage in transport of such bought-in products when the

- Contractor has contracted for the freight. Any liability on the part of the Contractor in this connection shall be limited to the value invoiced for the products purchased.
2. The quantities of products to be delivered, as well as the work required for repair and maintenance of such products shall never exceed the scope of work described in the written confirmation. Disposal of used packaging and other related refuse shall be for the account of the Client.
  3. The Contractor shall only be responsible for the commitment assumed unless otherwise stated elsewhere.
  4. The Client shall be under the obligation to meet the following stipulations:
    - a. Possessing the required governmental permits and authorizations;
    - b. Ensuring that the Contractor is able to begin work at the agreed upon time;
    - c. Ensuring that all products to be supplied or processed by the Contractor from the moment in time when they are delivered to the worksite/plant against loss or damage, including fine and theft.
  5. Additional costs that may be billed to the Client include:
    - a. all costs resulting from inaccurate information provided by the Client.

### **Article 6 Payment**

1. The Contractor shall be entitled to require advance payment in the amount of 50% (fifty) per cent. from the Client.
2. All invoices shall only and exclusively be paid directly to the Contractor, at the latest on the due date agreed upon.

The applicable terms of payment shall be those set out in the relevant clause of the pertinent documentation (bid, invoice or order confirmation / purchase order).

3. The Client shall not be entitled to retain any amounts whatsoever from the purchase price to be paid on the basis of a counterclaim initiated by the Client.
4. The Client shall not be entitled to postpone compliance with its duty of payment in the event of a complaint filed by him against the Contractor concerning the products delivered, unless the Contractor explicitly agrees to a withholding or suspension in exchange for a guarantee bond.

5. All payments shall be made at the Contractor' s offices or by a cash deposit or transfer to a bank account to be specified by the Contractor.
6. Payment shall be made in euro (€) unless otherwise specified on the invoice. In that case, the Contractor shall be entitled to onward bilt exchange rate differences to the Client.
7. Payment shall be made within 14 (fourteen) days following the invoice date, and failure to do so shall bring about a penalty of 1% (one per cent.) per month or the statutory penalty interest rate — at the Client' s choice — calculated on the invoice amount due after the fourteenth day following the date of the invoice and until the date of full settlement.
8. If the payment deadline is exceeded, the Contractor shall be entitled to outsource its claim for collection, so that the Client shall then also owe such collection costs, which shall amount to at least 15% (fifteen per cent.) of the amount of the invoice, plus VAT, and subject to a minimum of EUR 150.00. In the event and to the extent that, in regard to the abovementioned 15 % (fifteen per cent.) any court should rule that they do not correspond to the fair and reasonable cast of obtaining satisfaction of the debt out of court, the said 15% (fifteen per cent.) shall be considered to constitute a late payment penalty.
9. Costs of court ordered collection shall also be for the account of the Client.
10. The Contractor shall be entitled to suspend its obligations (not of a financial nature) during the period during which the Client fails to pay.

#### **Article 7 Retention of ownership**

1. The Contractor shall retain ownership of the products supplied by it and shall remain or become the owner of any products resulting there from until the agreed upon price has been paid in full by the Client, and the Client has also fulfilled its further obligations towards the Contractor incurred on any grounds whatsoever.

### **Article 8 Guarantees, inspection and complaints, statute of limitations**

1. The goods to be supplied by the Contractor meet the usual requirements and standards that can reasonably apply to such products at the time of delivery and for which they are designed for the purposes of normal use.
2. Within 14 (fourteen) days following delivery, the Client shall report if the products are not compliant with the standards mentioned in Paragraph 1, either because of the nature of the items delivered or because the Parties' agreement had been different. If the guarantee provided by the Contractor refers to an item produced by a third party, then such guarantee shall be limited to that provided by the manufacturer of the item unless otherwise stated.
3. All types of guarantees shall be voided if a failure or defect has developed as a result of or arising out of inappropriate or abusive use or use after the expiry date, incorrect storage or maintenance by the Client and/or third parties if, without the written consent of the Contractor, the Client or third parties have made or attempted to make modifications to the goods, foreign items are attached to the goods that should not be attached thereto, or if the goods are processed or worked upon in a manner other than that stipulated. The Client shall also not be able to claim under the guarantee if the defect or failure has developed through or as a result of circumstances over which the Contractor has not control, including weather (e.g. by way of example but not of limitation, extreme rainfall or temperatures).
4. The Client shall be under the obligation to inspect the items delivered or cause them to be inspected immediately after they have been made available to him, or immediately upon the pertinent work having been carried out. In doing so, the Client shall examine whether the quality and/or quantity of the items delivered meet the specifications and the requirements agreed upon between the Parties.

Any visible defects must be reported to the Contractor in writing within seven days following delivery. Any defects that are not visible to the naked eye must be reported to the Contractor in writing immediately upon discovery but in any event within 14 (fourteen) days thereafter.

The report must comprise as detailed as possible a description of the defect(s) so that the Contractor may react appropriately. The Client shall provide the Contractor with the opportunity to examine such complaints or cause them to be examined.

5. Timely Client complaints shall not suspend the Client's duty of payment. In such cases, the Client shall also remain under the obligation to accept and pay for the remaining items ordered and any other services it may have ordered from the Contractor.
6. If a defect is reported at a later date, the Client shall forfeit its right to repair, replacement or compensation.
7. If it is determined that an item is faulty and the appropriate complaint is lodged in a timely manner, the Contractor shall, within a reasonable period of time after receipt of the returned item, if returning it to the Customer is not reasonably possible, and in that case with written notification concerning the defect by the Client, at the Contractor's choice either replace it or ensure its repair, or provide replacement compensation therefore to the Client. In the case of exchange, the Client shall be under the obligation to return the replaced item to the Contractor and to transfer its ownership to the Contractor unless otherwise stated by the Contractor.
8. If it should be determined that a complaint is unfounded, any costs, including inspection costs, arising out of this situation on the Contractor's side shall be entirely for the account of the Client.
9. After the end of the guarantee period, all costs of repair or replacement, including administration, chipping and flat fee technician visit costs shall be billed to the Client.
10. In deviation from the legal statute of limitations, all claims and contestations against the Contractor and any third parties involved by the Contractor in the performance of a contract shall be subject to a statute of limitations of 1 (one) year.

### **1.1 Article 9 Liability**

1. In the event of liability on the part of the Contractor, such liability shall be limited to the scope set out in the present stipulation.

2. The Contractor shall not be liable for loss or damage of any kind resulting from the Contractor relying on inaccurate and/or incomplete information provided by or on behalf of the Client.
3. The Contractor shall not be liable for loss or damage caused by force majeure as referred to in Article 12 Paragraph 1 of the General Conditions.
4. The Contractor shall not be liable for improper functioning of delivered products and the infrastructure supplied by a third party.
5. If the Contractor should be liable for any loss or damage, then its liability shall be limited to a maximum of once the invoice value of the order, and in any event to the portion of the order to which the liability applies.
6. The Contractor's liability shall in any case always be limited to the amount of the insurance reimbursement paid by the Contractor's insurer if applicable.
7. The Contractor shall be liable only for direct damages.
8. Direct damages shall exclusively be deemed to be reasonable costs for determination of the cause and the scope of the loss or damage, insofar as the appraisal refers to damage within the meaning of the present Conditions; the potential reasonable costs incurred in order to make the faulty merchandise or service of the Contractor compliant with the contract, to the extent that such costs can be ascribed to the Contractor; and reasonable costs incurred in order to avert or control damage, insofar as the Client can demonstrate that such costs have actually led to a limitation of the direct damage as set out in the present General Conditions. The Contractor shall in no circumstances be liable for any indirect damages, including consequential damages, loss of income, missed savings and loss of production.
9. The limitations of liability stipulated in the present Article shall not apply if the damage or loss is caused intentionally or due to serious misconduct by the Contractor or its supervising subordinates.

#### **Article 10 Indemnity**

1. The Client shall hold the Contractor harmless against any potential claims from third parties having suffered losses or damages in connection with the implementation of the

Agreement and where the cause for such losses or damages is ascribable to parties other than the Contractor. If a claim should be made by any third parties against the Contractor in this respect, the Client shall be under the obligation to support the Contractor both in and out of court and immediately to undertake every action that can be expected of it in such cases. In the event that the Client should fail to take adequate action, the Contractor shall be entitled to do so itself without formal notice. All costs and losses or damages arising there out to the Contractor and any third parties shall be for the account and risk of the Client in their full amount.

#### **Article 11 Suspension rescission and early termination of the agreement**

1. The Contractor shall be entitled to suspend performance on its obligations under the Agreement without prior notice and/or to rescind the Agreement with immediate effect if:

- The Client should not comply with its obligations under the Agreement either wholly, in part, or in a timely manner;
- circumstances coming to the Contractor's notice after the execution of the Agreement should provide it with good grounds for concern that the Client will not comply with its obligations;
- at the time of executing the Agreement, the Client is requested to post a bond to guarantee compliance with its obligations arising out of the Agreement and such bond should not materialize or be insufficient;
- due to the delay on the part of the Client it can no longer be expected from the Contractor that it perform on the Agreement meeting the originally agreed upon conditions, the Contractor shall be entitled to rescind the Agreement;
- Any circumstances should come about that are of a nature such that performance on the Agreement becomes impossible or that unchanged continuance of the Agreement cannot reasonably be required from the Contractor.

2. If the rescission or termination is ascribable to the Client, the Contractor shall be entitled to compensation for any loss suffered, including any costs directly or indirectly arising there out.

3. If the Agreement is terminated, the Contractor's claims on the Client shall become immediately due and payable. If the Contractor should suspend performance on its obligations, it shall retain its claims in law and under the Agreement.
4. If the Contractor proceeds to suspension of performance and/or termination on the grounds stated in the present Article, it shall not on those grounds be under the obligation in any manner whatsoever to provide compensation for damages and costs that may arise there out in any manner whatsoever, nor to hold the Client harmless, while the Client, on the other hand and on the grounds of default, shall indeed be under the obligation to pay damages and/or to hold the Contractor harmless.
5. If the Agreement is terminated on an early basis by the Contractor, the Contractor shall, in consultation with the Client, ensure that the work still to be performed is transferred to one or more third parties. The above shall apply unless the termination is ascribable to the Client. The cost of transfer shall be billed to the Client, unless such early termination is ascribable to the Contractor. The Contractor shall inform the Client to the greatest extent possible as concerns the scope of such costs. The Client shall be under the obligation to settle such costs within the period specified therefore by the Contractor, unless otherwise stated by the Contractor.
6. In the event of liquidation, of a(n) (application for) judicial settlement or bankruptcy, or seizure — if and to the extent that such seizure is not cancelled within three months — of the assets of the Client, of debt restructuring or rescheduling or any other circumstance due to which the Client can no longer freely dispose of its assets, the Contractor shall be entitled to terminate the Agreement directly and with immediate effect and to cancel the order or contract without incurring any liability in respect to payment of any damages or compensation. In such cases, the Contractor's claims on the Client shall become immediately due and payable.
7. In the event that the Client should cancel an already placed order in whole or in part, any items already ordered or already available for use, plus any inbound or outbound shipping or delivery costs as well as the work time reserved for implementation of the Agreement shall be billed to the Client in their entirety.

### **Article 12 Force majeure**

1. "Force majeure" shall mean any circumstance falling outside the direct sphere of influence of the Contractor and which renders it unreasonable to expect performance on the Agreement. Some examples are strikes, fire, extreme weather conditions or governmental action, disease or epidemics on the one hand and defects in materials supplied to the Contractor on the other.
2. If as a result of force majeure the Contractor is unable to deliver, the Contractor shall notify the Client as soon as possible in writing of the circumstances in question.
3. In cases of force majeure, the Parties shall devise an amendment to the purchase agreement or consider full or partial termination thereof.
4. If the Parties should not, within 10 (ten) days following notification of the circumstances referred to above, be able to agree as to an amendment or termination, each of the Parties shall be free to take the matter before a court of justice.

### **Article 13 Publications/photos**

1. The Contractor shall be entirely free to take photographs of work performed and/or carried out by it and to publish them in conjunction with articles in trade or professional journals and/or on its website.

### **Article 14 Applicable Law**

1. The Dutch law shall apply to all Agreements to which the present General Conditions apply in whole or in part.

### **Article 15 Competent courts**

1. All disputes (also those that are only considered to be such by one of the Parties) concerning or arising out of any agreements made between the Contractor and a Client incorporated abroad and to which the present General Conditions apply shall be settled only by a Dutch court having competence and jurisdiction for the area in which the Contractor has its registered offices.

**Article 16 Conflict with preemptory law**

1. If and to the extent that any part of or provision in the present General Conditions should conflict with any mandatory provision of national or international legislation, such part or provision shall be deemed not to have been stipulated, and the remaining portions of the present General Conditions shall remain in full force and effect. The Parties shall then enter into consultation in order to provide a solution in respect to their original intentions when drafting the Agreement.