

## GENERAL TERMS AND CONDITIONS OF SUPPLY

### Article 1 Definitions

1. In these General Terms and Conditions, the following terms have the meanings set forth below.

**Proposition:** an offer, proposal or proposition from the User to deliver goods;

**User:** Orion B.V., a private limited liability company with its registered office at 5 Jacobus Lipsweg, NL-3316 BP Dordrecht, the Netherlands, listed in the Commercial Register under number 23076251;

**Buyer:** The User's counterparty, acting in the capacity of a business;

**Agreement:** The written agreement to deliver goods by or on behalf of the User to the Buyer;

**Party:** The User or Buyer, with 'Parties' referring to the User and Buyer combined;

**Goods:** The goods delivered by or on behalf of the User to the Buyer in accordance with the Agreement.

### Article 2 General information

1. The provisions of these General Terms and Conditions apply to all offers and all agreements and contracts signed between the User and the Buyer, unless expressly otherwise agreed by the Parties in writing. If and to the extent that one or more provisions of these General Terms and Conditions depart from one or more provisions of the Agreement, the provisions of the Agreement will prevail.

2. These Terms and Conditions also apply to all agreements and contracts entered into with the User for the performance of which the services of third parties must be engaged.

3. If one or more provisions of these General Terms and Conditions are null and void or were to be declared void, the remaining provisions of these Terms and Conditions will continue to apply in full. In such an event, the User and the Buyer will consult with one another in order to agree new provisions to replace the invalid or void provisions, which will match the purpose and purport of the original provisions as closely as possible.

4. In these General Terms and Conditions, "written" and "in writing" are also understood to mean "electronically", as provided for in Section 227a of Book 6 of the Netherlands Civil Code.

5. The User expressly excludes the applicability of any terms of purchase and/or other standard terms and conditions of the Buyer.

### Article 3 Propositions

1. All propositions made by the User are free of obligation. As long as the User has not received written acceptance of a proposition from the Buyer, the User will be authorised to withdraw the proposition without stating reasons.

2. The provisions of paragraph 1 also apply if the proposition includes an acceptance period. If no such period is specified, the proposition will expire in any event thirty (30) days following the date of the proposition in question.

3. The prices listed in the propositions mentioned above are exclusive of Dutch VAT and other government-imposed charges, along with any expenses to be incurred under the Agreement, including shipping and administrative charges.

4. If the acceptance by the Buyer departs (on minor points) from the offer contained in the proposition, the User will not be bound by such acceptance. In this case, the Agreement will not be negotiated between the Parties in accordance with this alternative acceptance, unless the User indicates otherwise within 7 (seven) days of the alternative acceptance.

5. Propositions do not automatically apply to re-orders.

#### **Article 4        Negotiation and cancellation of the agreement**

1. The Agreement will have been negotiated by the Parties after the User has confirmed the Buyer's acceptance of the proposition in writing by means of an order confirmation.
2. The Buyer will be entitled to cancel the Agreement free of charge within seven (7) days of receipt of the order confirmation; the Buyer will subsequently be liable to pay 100% of the amount specified in the Agreement by way of compensation. Cancellation will not be possible if the User already sent the goods within the above-mentioned period.

#### **Article 5        Performance of the agreement**

1. The User will be entitled to engage the services of third parties to perform all or part of the Agreement.
2. The Buyer will ensure that all data and information of which the User has indicated that it is necessary or of which the Buyer should reasonably be able to understand that it is necessary for the performance of the Agreement, will be provided to the User in a timely manner. If the data and information required for the performance of the Agreement have not been provided to the User in a timely manner, the User will be entitled to suspend the performance of the Agreement and/or charge the additional expenses incurred as a result of the delay to the Buyer in accordance with the applicable rates.
3. If the User or third parties engaged by the User perform work under the Agreement at the Buyer's site or a site designated by the Buyer, the latter will provide all the facilities reasonably required by such employees without any charge , as well as ensuring that all obligations under laws and regulations which apply to employee safety will also be complied with in relation to the relevant individuals.
4. The Buyer indemnifies the User against any claims brought by third parties who might suffer loss in connection with the performance of the Agreement, with the loss being attributable to the Buyer.

#### **Article 6        Delivery**

1. Delivery times are approximate only, and delivery at a later time will not entitle the Buyer to rescind the Agreement or claim compensation. Accordingly, the delivery times stated are never strict deadlines.
2. Delivery will be completed following the transfer of the goods to the transport company, or, if the goods are collected by the Buyer or delivered by the User, following the receipt/acceptance of the goods by the Buyer or the delivery to the Buyer's warehouse.
3. Irrespective of the delivery method used, the risk of loss of or damage to the goods which constitute the subject of the Agreement will be transferred to the Buyer as soon as they have been legally and/or actually delivered to the Buyer and, as a result, are in the possession of the Buyer or a third party to be designated by the Buyer.
4. The Buyer is required to accept the goods as soon as the User makes them available to him under the Agreement. Failing the above, the User will be authorised, after having issued a one-time notice of default, to demand payment of the purchase price and compensation of all loss arising from the non-acceptance of the goods or failure to accept the goods in time.
5. If the Buyer is negligent in providing information or instructions which are necessary for delivery, the User will be authorised to store the goods at the Buyer's risk and expense.
6. If the User requires data and information from the Buyer as part of the performance of the Agreement, the delivery time will commence after the Buyer has made this data and information available to the User.
7. The User will be authorised to deliver the goods in parts, unless otherwise provided for in the

Agreement or if the delivery in parts has no independent value. The User will be authorised to invoice the goods delivered on this basis separately.

8. If the Parties have agreed that the Agreement will be fulfilled in stages, the User will be entitled to suspend the fulfilment of the parts belonging to a next stage until the Buyer has fulfilled its obligations in relation to the preceding phase.

#### **Article 7        Samples and models**

1. If a sample has been demonstrated or provided to a Buyer, this will be deemed to only have been provided by way of indication, without the obligation for the good(s) to match this indication.

#### **Article 8        Inspection and complaints**

1. The Buyer will be required to inspect (or arrange for a third party to do so on its behalf) the goods delivered at the time of delivery, however in any event as soon as possible. In so doing, the Buyer must verify that the quality and quantity of the goods delivered match the agreements made between the Parties, or, at least, that they fulfil the requirements of standard business practice.

2. The following rules apply to complaints:

- i. Any visible damage or defects upon delivery must be reported to the transport company immediately upon receipt or upon delivery;
- ii. Any damage caused to the packaging or defects in the delivery which become visible following delivery must be reported within 7 days;
- iii. Any defects or irregularities must be reported within 30 days after the goods have been delivered to the Buyer.

The notification above must be made in writing using the applicable procedures. The Buyer confirms that it is familiar with these procedures.

3. If a complaint is grounded, the User will deliver the goods at a later date as agreed, unless the Buyer can demonstrate that this has become futile. The latter must be communicated by the Buyer in writing, including supporting evidence. Any minor irregularities in terms of quality, colour, size/dimensions, weight, finish, design, etc. which are deemed acceptable in standard commercial relations or which cannot be prevented from a technical point of view will not constitute grounds for complaints.

4. Any right of action on the Buyer's part against the User relating to any defects and/or irregularities caused to the goods delivered will lapse if (a) these are not reported in the manner specified in paragraph 2, (b) the Buyer fails to cooperate, or fails to adequately cooperate, in investigating the complaint, (c), a method of drop shipment is used, with the User delivering the goods directly to a third party at the Buyer's request. In this case, the General Terms and Conditions of the transport company will apply, (d) the Buyer neglects to retain or maintain the goods to which the complaint relates in an appropriate manner, thereby causing defects or further defects, (e) the Buyer decides to use the Goods, or supplies them to a third party, despite the complaint(s).

5. If fulfilment by the User proves to be impossible, either in part or in full, Article 15 of these General Terms and Conditions will apply.

#### **Article 9        Compensation, prices and charges**

1. If the User has agreed a fixed sales price with the Buyer, the latter will nevertheless be authorised to increase the price.

2. The User will be entitled to charge on price increases, among other things, if any price changes have occurred between the time of the proposition and the performance of the Agreement, e.g. with regard to exchange rates, wages, insurance premiums, manufacturer prices, raw materials and materials prices, import duties, taxes and other government charges. The Buyer will be authorised to rescind the

Agreement if the increase exceeds 20%. The Buyer will not be authorised to rescind the Agreement if the authorization to increase the rate arises from an authorisation under the law.

## **Article 10      Payment**

1. Payment must be made within 14 days of the invoice date, using a method to be indicated by the User, in the currency in which the invoice was sent. Any objections to the amount of the invoices will not suspend the Buyer's payment obligation. Delivery will only be made after the full amount payable has been received by the User.
2. If the Buyer continues to default on payment within the applicable period, the Buyer will be in default by operation of law. In such an event, the Buyer will be liable to pay interest equivalent to 1% per month, unless the statutory commercial interest under Section 119a of Book 6 of the Netherlands Civil Code exceeds this interest, in which case the statutory commercial interest will apply. The interest on the due and payable amount will be calculated from the time the Buyer is in default until the time of full payment.
3. If the Buyer remains in default in the timely payment of a sum of money, any and all expenses related to the collection of invoiced amounts (including any out-of-court collection costs) will be borne by the Buyer. The out-of-court collection costs will be equivalent to a minimum of 15% of the principal, subject to a minimum of €500 exclusive of Dutch VAT.
4. Any reasonably incurred court costs and execution costs will also be borne by the Buyer.
5. In the event of liquidation, bankruptcy, attachment or a moratorium, any claims brought by the User against the Buyer will be immediately due and payable.

## **Article 11      Retention of title**

1. Any and all goods delivered by the User, including any designs, sketches, drawings, films and videos, software, electronic and other files, etc. will remain the property of the User until the Buyer has fulfilled all obligations under the agreements entered into with the User.
2. The Buyer will not be authorised to pledge the goods subject to the retention of title nor to encumber them in any other manner.
3. If any third parties were to attach (i.e. confiscate) the goods delivered under the retention of title or create rights thereon or enforce such rights, the Buyer will be required to notify the User as soon as reasonably possible and to promptly advise the relevant third parties of the User's retention of title in writing.
4. The Buyer undertakes to insure any goods delivered under the retention of title and to keep them insured against fire, explosion and water damage, and theft, and to provide access to the insurance policy immediately on request.
5. Any goods delivered by the User which are subject to the retention of title in accordance with the provisions of Article 1 of this Article, may only be resold as part of normal business operations and must never be used as a form of payment. In such an event, the Buyer will transfer the funds obtained to the User without delay, or, if the goods were not sold for cash payment, will immediately transfer the claims obtained to the User.
6. In the event that the User intends to exercise the rights of ownership specified in this article, the Buyer will give the User (or a third party designated by same) unconditional and irrevocable permission to enter all areas in which the User's property is located and to collect these items.

## **Article 12      Warranty**

1. The warranty on a good granted by the User will not exceed the warranty provided by the good's manufacturer.

### **Article 13      Suspension**

1. The User will be authorised to suspend fulfilment of the obligations by means of written notification to the Buyer, in the following events:

- i. If the Buyer fails to fulfill any or all of the obligations under the Agreement;
- ii. If, after signing the Agreement, any information to which the User has gained access give reasonable grounds to assume that the Buyer will fail to satisfy the obligations. If there are valid reasons to assume that the Buyer will fail to fulfil these obligations or will do so only in part, suspension will be permitted only to the extent that the non-fulfilment should warrant this;
- iii. The Buyer, on entering into the Agreement, has been requested to provide security for the fulfilment of its obligations under the contract and this security fails to materialise or proves to be inadequate.

### **Article 14      Rescission**

1. Either Party will be authorised to rescind the Agreement by means of a written notification to the other Party in the following events:

- i. If the other Party has ceased to exist
- ii. If the other Party has been declared bankrupt, has been granted a moratorium, or has decided to rescind the Agreement;
- iii. If the other Party has ceased operations;
- iv. If the other Party has defaulted on its obligation(s) under the Agreement;
- v. If the other Party is in default, and correcting this default is permanently impossible;
- vi. If the other Party, due to force majeure, is unable to satisfy its obligations under the Agreement for a period of longer than ninety (90) days.

2. Furthermore, the User will be authorised to rescind the Agreement if any circumstances occur which are of such a nature that compliance is impossible or can no longer be demanded based on the standards of reasonableness and fairness, or if other circumstances occur which are of such a nature that the User cannot reasonably be expected to uphold the Agreement unchanged.

3. At the time of rescission, any and all amounts payable by the Buyer to the User will be immediately due and payable, without any further notice of default being required.

4. Rescission does not affect the application of these General Terms and Conditions.

### **Article 15      Liability**

1. The User's total liability regarding any agreement or claim of any nature whatsoever will be limited to the compensation for direct loss up to a maximum of the amount payable in the relevant case by the User's liability insurance, and in any case up to a maximum of 50% of the invoice value of the Agreement; that is to say, the portion of the Agreement to which the liability relates.

2. 'Direct loss' is defined exclusively as:

- i. The reasonable expenses incurred in determining the cause and size of the loss, to the extent that this determination relates to loss within the meaning of these Terms and Conditions;
- ii. Any reasonable expenses incurred in order to have the User's defective good satisfy the terms of the Agreement, unless this defect cannot be attributed to the User;
- iii. Any reasonable expenses incurred in order to prevent or mitigate loss, provided that the Buyer can demonstrate that these expenses have resulted in a limitation of direct loss as specified in these General Terms and Conditions.

3. The User accepts no liability whatsoever for any indirect loss, including consequential loss, loss of profits, loss of savings, and loss caused by business interruption.

The limitations of the liability for direct loss included in these Terms and Conditions do not apply if the loss is the result of gross negligence or wilful misconduct on the part of the User or any of its subordinates.

4. To the extent necessary in contravention of the provisions of paragraph 1, the User will not be liable for any loss (suffered by the Buyer or a third party) which:

- i. is the result of an event directly or indirectly related to a terrorist attack;
- ii. is inevitable in the correct performance of the Agreement;
- iii. is the result of an emergency caused by the circumstances;
- iv. is the result of (inaccurate) data, documents and information provided by or on behalf of the Buyer;
- v. is the result of inaccuracies and/or imperfections arisen during the transmission or transfer of data, documents and information by the Buyer to the User as a result of a defect to and/or inaccurate use of the communication medium used by the Buyer;

5. Any compensation for damage or loss will always be deducted from any obligations arising from commitments to reversal as specified in Section 271 of Book 6 of the Netherlands Civil Code.

#### **Article 16 Force majeure**

1. The Parties are not required to fulfil any obligation if they are prevented from doing so as a result of a circumstance which cannot be attributed to blame, and which they are not liable for either under the law or subject to a legal act or according to generally accepted standards.

2. In these General Terms and Conditions, “force majeure” refers to, in addition to the definitions provided under the law and in case law, any and all external causes, anticipated or non-anticipated, over which the User cannot exercise control, but which prevents the User from fulfilling its obligations. This also includes:

- i. Strike and industrial action carried out in the business of the User, the transport company and the supplier(s);
- ii. Bankruptcy, a moratorium, or rescission of the transport company/companies and the supplier(s).

3. During the period that the force majeure continues, the Parties will be entitled to suspend their obligations under the Agreement. If this period exceeds 90 (ninety) days, each Party will be authorised to rescind the Agreement, without any obligation to pay compensation to the other Party.

4. To the extent that the User, at the time the force majeure event commences, has fulfilled, or will be able to fulfil, part of its obligations under the Agreement, and the fulfilled portion or the portion to be fulfilled has an independent value, the User will be authorised to invoice the previously fulfilled portion/portion to be fulfilled separately. The Buyer will be required to pay this invoice as if it constituted a separate agreement.

#### **Article 17 Indemnifications**

1. If the Buyer is to provide the User with information media, electronic files or software, etc., it warrants that these information media, electronic files and software will be free of viruses and defects.

2. The Buyer indemnifies the Seller against any and all claims related to the performance of the Agreement which third parties might bring against the User, provided that the law does not prevent the loss and costs arising from such claims from being borne by the Buyer.

#### **Article 18 Intellectual property rights and copyrights**

1. The Buyer expressly acknowledges that all intellectual property rights to any information, symbols, notifications or other communications published in relation to the goods and/or in connection with the Website are vested in the User and its suppliers or other legal beneficiaries. “Intellectual property rights” include patent rights, copyrights, trademark rights, design and model rights and/or any other intellectual

property rights.

2. The Buyer undertakes not to infringe on the intellectual property rights specified in paragraph 1 and to agree this same obligation with any third parties to which the Buyer transfers the Goods.

#### **Article 19      Confidentiality**

1. Both Parties are required to maintain confidentiality regarding any and all confidential information they obtain under the Agreement, either from each other or from any other source. Information is deemed to be confidential if this has been communicated by a Party or if this arises from the nature of the information.

2. If, subject to a statutory provision or court decision, the User is required to provide confidential information to third parties to be designated under the law or the competent court, and the User, in this case, is unable to invoke a statutory right or legally defined privilege recognised by the competent court, the User will not be obliged to pay compensation or damages, and the other Party will not be authorised to rescind the Agreement due to any loss or damage arising as a result.

#### **Article 20      Non-transfer of staff**

1. During the term of the Agreement and for one year following its termination, the Buyer will not, in any manner whatsoever, hire any of the User's employees or employees of businesses whose services the User has engaged in the performance of this Agreement and who are or were involved in the performance of this Agreement or have them perform work either directly or indirectly, without prior communication with the User.

#### **Article 21      Disputes**

1. The court located in the User's domicile has exclusive competent jurisdiction to rule in any disputes between the Parties. Nevertheless, the User will be entitled to refer the dispute to the competent court.

#### **Article 22      Applicable law**

1. All agreements between the User and the Buyer are subject to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) is expressly excluded.

#### **Article 23      Amendment, interpretation and location of the Terms and Conditions**

1. These Terms and Conditions are filed at the offices of the Rotterdam Chamber of Commerce.

2. If an interpretation is required of the content and tenor of these General Terms and Conditions, the Dutch version will prevail at all times.

3. The applicable version is always the most recently filed version or the version applicable at the time of the negotiation of the Agreement.