

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY ALLPA B.V.

Article 1 Definitions

- 1.1. Allpa: The private limited liability company Allpa B.V. with its registered office at (6678 PJ) Oosterhout, Rietgraaf 6, hereinafter referred to as: "Allpa".
- 1.2. Customer: The person with whom Allpa concludes a purchase agreement in relation to the Products.
- 1.3. Products: The products for which Allpa and the customer conclude a purchase agreement, as well as the related written advice to the customer by Allpa.

Article 2 Applicability

- 2.1. These General Terms and Conditions apply to all offers submitted by Allpa, purchase contracts concluded and all other transactions agreed with Allpa.
- 2.2. Verbal agreements and/or promises that deviate from the content of these General Terms and Conditions can only bind Allpa if they have been confirmed in writing by Allpa in advance.
- 2.3. The applicability of any (purchasing) conditions or other provisions of the Customer is hereby expressly excluded, unless they are recognised by Allpa in writing.
- 2.4. It is agreed between Allpa and the Customer that once a contract has been concluded subject to these General Terms and Conditions, these terms and conditions shall also apply in full to subsequent contracts between the same parties, unless otherwise agreed in writing.

Article 3 Offers and agreements

- 3.1. All offers made by Allpa are non-binding; agreements and transactions are binding if they are confirmed in writing by Allpa or from the time Allpa has commenced their execution. This binding nature also applies to offers and commitments made by representatives or other persons employed by Allpa, as well as to agreements made by them.
- 3.2. A non-binding offer can be revoked by Allpa after receipt of an acceptance. All offers are revocable, even if they contain an acceptance period.

Article 4 Dimensions, weights, drawings, illustrations and technical data

- 4.1. The dimensions, weights and technical data as well as the drawings and illustrations mentioned in the price lists, invoices, brochures, catalogues, stock lists, circulars, electronic data carriers, the website and other (advertising) material of Allpa are only approximate and non-binding, unless expressly agreed otherwise in writing. Allpa shall not be liable for inaccuracies and deviations in the aforementioned data.
- 4.2. The intellectual property rights to the illustrations, drawings, diagrams and designs, models and moulds produced by Allpa and/or on behalf of the Customer, as well as to everything else related to the execution of the Agreement, are the exclusive property of Allpa, regardless of whether or not costs have been charged for them.
- 4.3. The Customer is not authorised to use the documents referred to in this article in whole or in part for purposes other than its own use, to reproduce them, to pass them on or to bring them to the attention of third parties without the prior written consent of Allpa.
- 4.4. The illustrations, drawings, diagrams and designs referred to in this article and, in general, everything produced and/or published by Allpa shall remain its unrestricted property and must be returned immediately upon request.
- 4.5. Allpa is not liable for inaccuracies and deviations in illustrations, drawings, diagrams and designs, etc. that appear on the information carriers of Allpa referred to in Article 4.1.
- 4.6. All photos, images, graphics, etc. published by Allpa, including but not limited to, in the product catalogue, are the property of Allpa and may only be used by third parties with the express written permission of Allpa. Allpa is a registered trade mark.
- 4.7. Allpa does not guarantee and can never be considered to guarantee or warrant that the Products are suitable for the purpose for which the Customer wishes to treat, process or use them. Allpa's warranty obligation does not go beyond the expressly stated quality statements or expressly agreed quality standards.

Article 5 Prices

- 5.1. The prices quoted by Allpa are non-binding and are based on the factory prices, exchange rates, import duties and similar charges, insurance rates, freight rates, taxes, margin regulations and other factors applicable at the time the contract is concluded.
- 5.2. If one or more of the aforementioned factors change before delivery has taken place, Allpa can always pass this cost increase on to the Customer.
- 5.3. Unless otherwise stated, the prices quoted are per unit and exclude VAT and other government levies applicable to the sale and delivery.

Article 6 Delivery

- 6.1. All delivery periods stated by Allpa are purely indicative and should not be regarded as deadlines. Exceeding a delivery period shall in no event entitle the Customer to compensation, cancellation or termination of the Agreement or non-fulfilment of any obligation arising from it from this or any other Agreement. The customer is also not entitled to the rights described in the previous sentence if Allpa delivers products that deviate from what has been agreed in terms of packaging, volume/size, composition, shape, colour, weight or in any other way, provided that the usability of the products is not impaired as a result. The products may change, e.g. due to technical improvements.
- 6.2. Delivery of the Products to destinations within the Netherlands, Belgium, Luxembourg and Germany shall take place by actual delivery of the Products by or on behalf of Allpa to the delivery address stated on the packing slip. Deliveries to destinations other than those mentioned above shall be made ex warehouse/ex factory/ex depot or ex warehouse, in accordance with the provisions of the version of the Incoterms applicable at the time of the conclusion of the Agreement.
- 6.3. Allpa is authorised to deliver an order in parts at any time.
- 6.4. Allpa reserves the right at all times, e.g. in the event of a suspension of the delivery and/or provision of Products, to require the Customer to pay part or all of the price owed to Allpa in advance or, at Allpa's discretion, to require the Customer to provide security for the price owed to Allpa.

Article 7 Duty of acceptance and inspection, complaints

- 7.1. The customer is obligated to accept the purchased products on the agreed delivery date or the delivery date specified by Allpa. From this point in time, the risk for the Products shall pass from Allpa to the Customer. If Allpa has to store the Products as a result of a late delivery by the customer, the customer shall reimburse Allpa for the associated costs.
- 7.2. The Customer is obliged to inspect the Products delivered by Allpa upon delivery. Complaints regarding visible defects in the Products must be submitted by the Customer in writing within 5 (in words: five) days of receipt at the latest. Notwithstanding the foregoing, in the event of shipment with a consignment note, visible defects must be indicated by the Customer on the consignment note immediately upon delivery.
- 7.3. A complaint period of 5 (in words: five) days shall also apply to non-visible defects, whereby this period shall commence on the day on which the customer discovered or at least should have discovered the defect, but at the latest within 1 (in words: one) month after delivery of the products.
- 7.4. If complaints are not submitted in due time in accordance with the above provisions, all rights of the Customer in this respect shall lapse and Allpa shall be deemed to have fully complied with its obligations.
- 7.5. The warranty period specified by the manufacturer of the relevant product applies to all products. All complaints must, subject to the aforementioned conditions, be submitted to Allpa under penalty of forfeiture using the warranty form, which can be downloaded at www.allpa.nl. Allpa is only obliged to process complaints once the customer has fulfilled all obligations towards it. The products complained about must be returned to Allpa by the customer at its own expense so that Allpa has the opportunity to assess the validity of the complaints. However, the products will only be returned after the customer has received written instructions from Allpa to this effect; products returned prematurely and/or incorrectly will not be considered by Allpa and will result in the cancellation of any claims by the customer in this regard. Returns must always be sent carriage paid to Allpa and must be labelled with a return authorisation number (RAN). Allpa reserves the right to charge costs for the processing of returns.
- 7.6. Any warranty claims of the customer shall lapse if a defect in the products is wholly or partially the result of:
 - a. Non-observance of the assembly, installation, operating, usage and/or maintenance instructions by the customer;
 - b. Defects that are not due to material and/or design faults, but are the result of other causes, such as normal wear and tear, internal and external soiling, rust and paint damage, transport, freezing, overheating, overloading and/or improper use;
 - c. Repairs and/or other work on the Products carried out by the Customer or third parties without Allpa's prior written consent.
- 7.7. If, in Allpa's opinion, the delivered Products do not meet the contractual requirements, they shall - at Allpa's discretion - be repaired or replaced, or the sales price shall be reduced in proportion to the price of the defective Products to the total sales price.
- 7.8. The return of products in accordance with 7.7 is subject to these General Terms and Conditions. If Allpa decides in favour of an exchange, the exchanged Products shall become its property.

Article 8 Payment

- 8.1. All invoices must be paid by the customer before or at the latest upon delivery of the products. If delivery on account has been agreed, payment shall be made in accordance with the payment terms stated on the invoice. In the absence of such terms, payment shall be made within 30 (in words: thirty) days of the invoice date. Payment must always be made without set-off, discount or deferral for any reason whatsoever, net by bank transfer to Allpa's bank account.
- 8.2. The aforementioned terms of payment shall apply in full if subordinate parts of a delivery are missing, provided that this does not prevent the use of the products.
- 8.3. As long as the Customer has not paid the amounts owed by it, including from previous transactions, Allpa is not obliged to provide the agreed Services, without prejudice to its other rights, including its claims for damages and reimbursement of costs.
- 8.4. In the event of non-payment or late payment of an amount due to Allpa, the Customer shall be in default by operation of law, without a reminder and/or notice of default being required, and shall owe Allpa the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code on the overdue amount, calculated from the due date until the date of full payment. In addition, the Customer owes Allpa the extrajudicial collection costs, which are set at 15% (in words: fifteen per cent) of the amount not paid by the Customer, without prejudice to Allpa's right to full compensation of the costs reasonably incurred. All legal and enforcement costs reasonably incurred by Allpa shall also be borne by the Customer. In the event of non-payment or late payment by the Customer or its liquidation, bankruptcy or suspension of payment, all obligations of the Customer shall become immediately due and payable in full.
- 8.5. The payments made by the Customer shall be used primarily to settle the costs, secondarily to settle the interest and thirdly to settle the principal sum(s), notwithstanding any indication to the contrary by the Customer.

Article 9 Retention of title

- 9.1. The products delivered by Allpa remain its property until the Customer has fully fulfilled all obligations arising from all agreements concluded with Allpa. The obligations include:
 - a. The consideration(s) for the delivered or to be delivered products themselves as well as for the work performed or to be performed/obligated under this contract;
 - b. Any claims due to non-fulfilment of this agreement(s) by the customer.
 - c. All costs incurred by Allpa as a result of the Customer's default, whereby these costs shall be set at 10% (i.e. ten per cent) of the purchase price unpaid by the Customer, without prejudice to Allpa's right to full compensation for the costs incurred;
 - d. A resale loss suffered by Allpa resulting from the negative difference between the purchase price not paid by the Customer and the price at which Allpa sells the Products concerned to a third party.
- 9.2. As long as ownership of the Products has not yet been transferred to the customer, the customer is not authorised to pledge or otherwise encumber and/or dispose of the Products without Allpa's prior written consent. A resale in the course of the customer's normal business activities is permitted as long as Allpa has not informed the customer in writing that it intends to exercise its rights arising from the retention of title. In the event of a resale in which the delivery of the products takes place prior to their payment, the customer is obliged to agree a retention of title with its buyers in accordance with the provisions of this article.
- 9.3. The customer is obliged to visibly label or have labelled Allpa's ownership of the relevant products and to handle these products with due care.
- 9.4. The Customer hereby irrevocably authorises Allpa to enter the premises used by or on behalf of the Customer and to take back the delivered Products (or have them taken back) in the event that the retention of title is exercised. The Customer is obliged to cooperate fully in this respect, under penalty of a fine of 15% (in words: fifteen per cent) of the amount owed by it for each working day on which this cooperation is not provided, and without prejudice to other costs to be reimbursed by the Customer that Allpa reasonably had to incur in exercising the retention of title.

Article 10 Hallmarking and restrictive (installation) regulations for use or sale in another country

- 10.1. Products that must bear a quality mark in accordance with Dutch regulations are supplied by Allpa in the version for which the quality mark has been issued. In addition, Allpa also supplies products that do not bear a Dutch quality mark. The sale and/or installation of these products in other countries may be subject to restrictions or may not be permitted and is entirely at the risk of the Customer. The Customer indemnifies Allpa for all possible damage and costs resulting therefrom.

Article 11 Information obligations

- 11.1. Without prejudice to all other rights of Allpa, the Customer is obliged to notify Allpa immediately in writing, stating the reasons and the expected duration of the default, if it can foresee or should reasonably foresee that it will be in default with the fulfilment of one or more of its obligations.
- 11.2. The Customer undertakes to always actively provide Allpa with all information that may be of interest to Allpa in connection with the contract.
- 11.3. If the Customer does not fulfil its obligations under this Article 11 (on time and/or in full), it cannot invoke force majeure in this context.

Article 12 Force majeure

- 12.1. If Allpa fails to fulfil an obligation towards the Customer, this failure cannot be attributed to Allpa if the fulfilment of the obligation is made impossible or difficult by a foreseeable or unforeseeable circumstance beyond Allpa's control, such as, for example Delay - in particular also late or non-delivery on the part of Allpa's suppliers and/or its carriers -, war or similar situations, riot, sabotage, boycott, strike, occupation, lack of raw materials, damage to machinery, theft from warehouses, damage or loss during or in transit, exceptional weather conditions or fire.
- 12.2. If a situation as referred to in paragraph 1 arises, Allpa has the right to suspend fulfilment for a maximum of six months or to terminate the Agreement in whole or in part at its own discretion, without Allpa being liable for damages in this respect.

Article 13 Liability and compensation

- 13.1. Allpa's liability is limited to the amount paid out by the liability insurance(s) in the relevant case, plus the excess payable by Allpa under such insurance(s). If for any reason no payment is made under the insurance(s), Allpa's liability shall be limited to the amount invoiced to the Customer for the Products concerned. Allpa shall in no event be liable for damages in the form of loss of turnover or income or diminished goodwill or for any other indirect damages.
- 13.2. The limitations of liability described in the preceding paragraph shall not apply in the event of intent or wilful negligence on the part of Allpa.
- 13.3. The Customer indemnifies Allpa, its employees and the auxiliary persons engaged by it for the execution of an Agreement against all claims of third parties arising from or in connection with the (return) delivery of Products. The Customer is obliged to take out and maintain adequate insurance in this respect.
- 13.4. All claims of the Customer against Allpa, with the exception of claims recognised by Allpa, shall become time-barred 12 (in words: twelve) months after they arise.
- 13.5. If the Contractor is a legal entity, the management of this legal entity, or at least the person who represented the legal entity Contractor when concluding the contract with Allpa, guarantees Allpa the fulfilment of all obligations arising for the Contractor from this contract.

Article 14 Lapse of the guarantee

- 14.1. If, during a warranty period promised by Allpa, repairs or modifications are made to the goods sold and/or delivered without the prior written consent of the Guarantor, or if the Customer fails to fulfil its payment obligations on time, any promised warranty obligation of Allpa shall lapse immediately. The Customer may not refuse payment on the grounds that a guarantee obligation has not, not yet or not fully been fulfilled.
- 14.2. The warranty does not apply if a defect is due to improper use, negligence, improper installation, unauthorised modification or abnormal use of the products.

Article 15 Compliance with trade regulations

- 15.1. For the purposes of this Agreement "Trade Regulations" means all sanctions and export control laws of the United Nations ("UN"), the European Union ("EU"), the Netherlands and, where applicable, the United States of America ("US"), Canada ("CA"), the United Kingdom ("UK") relevant to international trade and any other countries that are or may become relevant in connection with the Agreement.
- 15.2. The Customer confirms and warrants that it will control and comply with all relevant restrictions, obligations, asset freezes and prohibitions arising out of or in connection with the Trading Regulations. The Customer warrants that the Products will only be used for their intended purposes and not for or in connection with any unauthorised activities or applications...
- 15.3. The customer guarantees that it will not supply the products, either directly or indirectly, to natural or legal persons, organisations or institutions that are subject to sanctions or other restrictions under the Trade Regulation Act.
- 15.4. If the fulfilment of the Agreement, including the delivery of Products, becomes impossible for Allpa because it constitutes (i) a breach of, (ii) a violation of and/or (iii) punitive measures against Allpa or a parent company of Allpa, Allpa shall - as soon as reasonably possible - notify the Contractor in writing of the impediment to performance. As soon as Allpa has given such notice, the Contractor shall have the right to
 - a. immediately suspend the payment obligation for the relevant Products until Allpa's fulfilment is no longer hindered; or
 - b. if Allpa's performance remains impaired (or can reasonably be expected to remain impaired) for at least two months upon full fulfilment of the payment obligation.
- 15.5. The Customer shall ensure that all obligations arising from compliance with the Trade Regulations are transferred to any third party with whom the Contractor concludes an agreement for the Products that it uses in the fulfilment of this Agreement with Allpa, or who assumes an obligation or part thereof.

Article 16 Competent court/applicable law

- 16.1. All offers from and agreements with Allpa are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 16.2. All disputes arising from and/or in connection with Agreements with Allpa shall be subject to the exclusive jurisdiction of the court in Arnhem.

Article 17 Confidentiality

- 17.1. The customer undertakes to treat all information received or exchanged within the scope of this contract as confidential and not to use it for purposes other than the fulfilment of this contract. This obligation shall apply both during and after the term of this contract. The customer shall take all reasonable measures to prevent this information from being disclosed to third parties without the prior written consent of Allpa.

Article 18 Termination of the Agreement

- 18.1. Allpa has the right to terminate this Agreement if the Customer is in default with the fulfilment of its obligations, such as payment for the Products and compliance with the warranty conditions.
- 18.2. Termination shall take place by means of a written notification to the Customer, in which Allpa states the failure(s) giving rise to the termination and the date from which the termination takes effect. Allpa reserves the right to claim damages and/or reimbursement of reasonable (preparation) costs from the Customer in addition to the cancellation.

Article 19 Final provisions

- 19.1. Allpa reserves the right to amend these General Terms and Conditions at any time. The changes will be notified to the Customer in writing or electronically by e-mail and will enter into force 1 (in words: one) month after the date of notification, unless otherwise stated in the notification. If the customer does not object to the changes within 1 (in words: one) month of the date of notification, stating reasons, the customer shall be deemed to have accepted the changes.
- 19.2. Should one or more provisions of these General Terms and Conditions prove to be invalid or not fully effective, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by the provision that Allpa would have agreed upon if the original provision had ceased to apply due to its invalidity.
- 19.3. The Dutch text of these General Terms and Conditions takes precedence over translations.