

## GENERAL SALES, SUPPLY AND PAYMENT CONDITIONS FOR PLANTINUM BV.

### Article 1: DEFINITIONS

In these General Conditions the terms below have the following meaning:

- 1a. Client: the (legal) person, the (part of the) company or institution that orders the supply of items or services (agreement) or the formulation of an offer.
- 1b. Plantinum: Plantinum BV. A limited partnership established in Deventer, the Netherlands. Plantinum BV is the trade name, hereinafter called "Plantinum".
- 1c. Agreement(s): the agreement to supply items and/ or supply services between Plantinum and the client.
- 1d. Offer(s): among other things, all included and/ or possible modifications of and additions to tenders, price indications, rates, instructions, as well as commitments.

### Article 2: APPLICABILITY OF CONDITIONS

- 2a. The conditions below are declared to apply to all offers and agreements.
- 2b. Deviating conditions are only legally valid if and in as far they have been agreed upon expressly in writing, and only apply to the respective agreement(s) and/ or offer(s).
- 2c. By supplying the offer(s) and agreement(s) the client declares to be familiar with the content of the Plantinum conditions.
- 2d. If any or several separate provision(s) in the General Conditions between client and Plantinum are declared to be invalid, the validity of the other provisions in these conditions is unaffected. The parties will negotiate on the content of any or several separate provisions and replace it/ them with a provision as agreed upon by both parties, in which the content come as close as possible to the original provision.
- 2e. The conditions below and the applicability thereof, as established in Article 2a, represent the full rights and obligations of the client and Plantinum, and replaces all applicable written and/ or verbal agreements/ comments or statements.

### Article 3: OFFERS AND AGREEMENTS

- 3a. All offers and/ or tenders of Plantinum, in whichever form, are free of any obligations and apply for the period indicated in the offer and/ or tender, and in default thereof for a maximum of 10 business days from the date the offer and/ or tender was sent. In other cases Article 2b applies.
- 3b. The agreement enters into force in accordance with a written acceptance/ confirmation. If the nature and/ or scope of the agreement do not require written confirmation, the invoice serves as the order confirmation.
- 3c. The agreement(s) of the client on the behalf of third parties is/ are considered to be signed on behalf of those third parties. The client vouches for the knowledge and acceptance of the Conditions by third parties.
- 3d. In the case where data is provided to Plantinum by the client, Plantinum may reasonably assume they are correct and form the basis for an offer.
- 3e. The unit prices stated in the offer are based on supply ex-works (EXW), in accordance with Incoterms 2000.
- 3f. An agreement is entered into subject to condition precedent of the creditworthiness of the client.
- 3g. The samples, designs and images etc. provided by Plantinum constitute part of the offer(s) and remain at all times the property of Plantinum. They may not be provided in full or partially to third parties, without written permission from Plantinum.

### Article 4: INTELLECTUAL PROPERTY RIGHTS

- 4a. Unless agreed otherwise, Plantinum retains the copyright and all industrial property rights in the offers, including samples, designs and images etc. it issues.
- 4b. The rights to the data mentioned in Article 3a remain the property of Plantinum, regardless of whether the costs for the manufacturing thereof were charged to client. This data may not be

copied, used or provided to third parties, without the express permission of Plantinum. In the event this provision is breached, the client is liable to pay a fine of € 25,000.00 to Plantinum. This fine can be claimed, apart from damages, by virtue of the Law.

#### Article 5: PRICE LISTS

5a. The stated prices are excluding value added tax (VAT), packing and transportation costs. Prices are stated in Euros. Plantinum is entitled to modify the prices and/ or rates of items or services that have not yet been supplied and/ or not yet paid for any changes in price determining factors, such as factory costs, raw material prices, wages, exchange rates, foreign currencies, transport costs, import duties or charged that are equal to those, if 3 months have passed since the conclusion of the agreement.

#### Article 6: DELIVERY TIME

6a. The delivery time is established by Plantinum after agreement with client.

6b. The delivery time commences on the first business day after the conclusion of the agreement.

6c. The delivery time as established in Article 6a, is established under the condition that Plantinum can carry out its undertakings in compliance with the agreements under the normal conditions that apply at that moment.

6d. Plantinum will do its utmost to comply with the delivery time. The client does not have the right to cancel the agreement and/ or claim damages in the event the delivery time is exceeded, unless a delivery deadline was agreed upon by parties in writing. The mentioned damages will never amount to more than the damage that demonstrably and directly is the result of exceeding the delivery time.

6e. Delivery will be delayed by Plantinum as long as client is in default with regard to his payment obligations towards Plantinum, for any reason whatsoever.

6f. If partial payments have been agreed upon, delivery will only take place after the partial payment has been made.

#### Article 7: TRANSPORT AND DELIVERY

7a. Unless otherwise agreed upon in writing, the service is delivered by Plantinum to the client in accordance with EXW, Incoterms 2000.

7b. Transportation costs are at the expense of the client, unless otherwise agreed upon in writing.

7c. The delivery is completed as soon as the products and/ or services have been delivered/ provided at the address as stated by the other party, or have been received at the stated address.

From the time of delivery, the risk for loss and/ or damage to items is at the expense of the client.

7d. If the on-site delivery cannot take place due to incorrect or incomplete information provided by the client, all resulting costs will be borne by the client.

#### Article 8: PAYMENT

8a. Payment should take place in the way as mentioned on the invoice and no later than 30 days after the invoice date, unless otherwise agreed upon in writing.

8b. Settlement or netting is not allowed.

8c. If an agreement may be carried out in parts, Plantinum is entitled to charge the client for the partial deliveries carried out.

8d. Plantinum is entitled, if client does not settle the invoice within the time as stated in Article 8a, to partially or completely cancel the agreement without legal intervention, and claim back the supplied items and/ or services and/ or to claim damages.

8e. The collection costs incurred by Plantinum, both the legal and non-legal, are at the expense of the client. The extrajudicial collection costs are considered to amount to at least 15% of the invoice amount, with a minimum of € 250.00, or as much as Plantinum can demonstrate that it incurred in extrajudicial costs.

#### Article 9: RESERVATION OF OWNERSHIP AND RIGHT OF LIEN

9a. Plantinum reserves the ownership of the items delivered by Plantinum, until the complete payment of all claims (including interest and costs) on the client have been settled.

9b. Upon expiration of the invoice term, Plantinum reserves the right to repossess the supplied services and/ or goods delivered, and to enter locations that provide access to where the goods are located and where the services were carried out.

#### Article 10: FORCE MAJEURE

10a. In case of force majeure the obligations of the parties are mutually suspended, without Plantinum being liable for any damages, without prejudice to the right of Plantinum to payment from client for activities already performed before force majeure arose.

10b. Plantinum will inform the client in the event of force majeure as soon as possible on the suspension.

10c. Force majeure is understood to mean: any circumstance that was unforeseeable when the agreement was signed, due to which compliance with the commitments cannot be reasonably demanded. In the case where force majeure is of a permanent nature or is longer than 20 business days, during which in all reason compliance cannot be demanded, each party can cancel the agreement for the future by a single written statement.

#### Article 11: GUARANTEES & CLAIMS

11. Regarding a period of liability of 12 months from the date of delivery, with exemption of every other provision by whatever title, Plantinum determines the following:

11a. Liability for defects is limited to repairing goods, replacing goods, and/ or crediting what was charged before the delivery, given the client can demonstrate that the defects to the delivered items and/ or provided service have occurred within the guarantee term, which is described in the tender, and furthermore that the defects are exclusively or mainly the result of production errors or the use of poor materials.

11b. If liability as described in Article 11a is concerned, the client should inform Plantinum about this within 8 days by registered mail.

11c. The client can only call upon Article 11 if he has complied with all his obligations towards Plantinum.

11d. If the client calls upon the guarantee provisions, the client should provide Plantinum with the opportunity to investigate the correctness of the stated defects.

11e. Claiming or crediting as established in Article 11 does not indemnify the purchaser from his payment obligations towards Plantinum in the sense of Article 8.

11f. The client will indemnify Plantinum from each form of guarantee for defects in delivery for supplied items and/ or services and/ or used materials if normal wear, improper use, no or improper maintenance and/ or installation, mounting, modification or repairs by client or third parties are concerned.

11g. No guarantee is provided for delivered items that were not new at the time of delivery.

11h. Each liability for the items delivered by Plantinum is excluded, as far as allowed by statute.

11i. The client is not entitled to refuse or postpone payment based on a claim concerning a certain item or supplied service or other deliveries or services, to which the claim does not apply. Plantinum can never be held liable for compensation for commercial damage possibly resulting from claims.

#### Article 12: LIABILITY

12a. Plantinum is liable for damage sustained by the client that is a direct and exclusive result of a shortcoming that can be attributed to Plantinum.

12b. With due regard of what is established in Article 11, the liability is limited to the damage which demonstrably and directly is the result of the fault, and only damage which eligible for compensation for which Plantinum is insured, or should have been insured, in all fairness, in view of the practice applicable in the branch.

12c. Insurance claims should be reported to Plantinum by registered mail within 8 days of the discovery of the damage. After the expiration of the period indicated above, the liability right lapses.

12d. Loss of turnover, loss of profit, and commercial damage to client, damage caused by auxiliary goods, consequential damage resulting from intent and/ or gross negligence of non-managed subordinates or auxiliary staff is not eligible for compensation.

12e. The client indemnifies Plantinum for all claims from third parties, due to product liability, as a result of a defect in an item that was supplied by the client to a third party and that (also) consisted of items and/ or materials supplied by Plantinum.

#### Article 13: ANNULMENT AND DISSOLUTION

13a. Complete or partial annulment of an agreement by the client is only accepted if the Client pays reasonable compensation for the costs incurred by Plantinum, the loss suffered by Plantinum, or the loss of profit suffered by Plantinum.

13b. If the client does not, improperly, or untimely comply with one or more commitments resulting from the agreement, Plantinum is entitled to dissolve and/ or suspend the agreement without proof of default and without judicial intervention, without Plantinum being held liable for any compensation for damages, without prejudice to Plantinum's right of compensation for damages . In case of dissolution, the invoice for the respective delivery is immediately claimable.

#### Article 14: RETURN SHIPMENTS AND CONSIGNMENT SHIPMENTS

14a. Return shipments are only accepted after prior consultations and accompanied by a return number as stated by Plantinum. In the case of returning items supplied by Plantinum, the value of the items to be taken back will be determined by Plantinum.

14b. Shipments with an invoice value below € 90.00 are not taken back, unless otherwise agreed in writing by parties.

14c. Repair shipments should always be sent post-paid to Plantinum. Carriage free shipments are not accepted by Plantinum.

#### Article 15: DISPUTES AND APPLICABLE LAW

15a. All disputes, including those disputes that are only considered as such by one of the parties and to which these conditions apply, which arise between the client and Plantinum will be decided upon by a competent judge in **Enschede**, the Netherlands.

15b. Dutch Law applies to all agreements entered into by Plantinum, regardless of the nationality of the Client. The applicability of the Vienna Sales Convention 1980 (CISG) is exempted.

15c. If these General Sales, Supply and Payment Conditions are translated, in case of disputes concerning the interpretation, the Dutch language version has priority over the translated version.

GENERAL SALES, SUPPLY AND PAYMENT CONDITIONS FOR PLANTINUM BV. REGISTERED K.V.K.  
**ENSCHDE** DECEMBER 2019