

GENERAL DELIVERY AND PAYMENT CONDITIONS

Of the private limited company Van Beek EPDM B.V.

I. DEFINITIONS

Third Party: any person or legal person who is not the Buyer or Van Beek EPDM.

Van Beek EPDM: the Seller, the private limited company Van Beek EPDM B.V. (Ch. of Comm.: 14097516), the user of these general terms and conditions.

Creditworthiness: assessment by an independent credit rating agency. Creditworthiness is sufficient if the creditworthiness is equivalent to or in excess of the average in the industry.

Buyer: the natural or legal person which concludes an agreement with Van Beek EPDM for the purchase of Products.

Delivery Details: the information concerning the delivery such as the date of delivery, the manner of delivery.

Offer: an offer from Van Beek EPDM for the conclusion of an agreement.

Parties: The Buyer and Van Beek EPDM.

Personal Data: all information that identifies a natural person or makes a person identifiable.

Product: the movable property with accessories such as the statement of the specifications or separate components that are sold and delivered to the Buyer by Van Beek EPDM.

Working Day: a calendar day, unless it is a day of rest or public holiday, a day of leave or any other non-individual day off recognised generally or at the location of the Work or which is prescribed by the Dutch government or by a (Dutch) collective labour agreement.

II. APPLICABILITY

These general delivery and payment conditions, hereinafter referred to as 'the general terms and conditions', apply to all proposals, offers, agreements, services, deliveries and creation of products by, on behalf of or with Van Beek EPDM B.V, hereinafter referred to as 'Van Beek EPDM'.

The applicability of any conditions applied by Buyers, customers and other parties (hereinafter referred to as 'the Buyer') with whom Van Beek EPDM contracts are expressly excluded, unless this is agreed expressly in writing and not in general terms prior to or on the occasion of the conclusion of an agreement. The same applies to any deviation from these general terms and conditions. The invalidity and/or dissolution and/or voidability of one or more provisions of these general terms and conditions does not affect the legal validity of the other general terms and conditions.

The Dutch general terms and conditions prevail over the translations of the conditions into another language drawn up by Van Beek EPDM.

III. PROPOSALS AND OFFERS

All proposals made by Van Beek EPDM are always without obligation unless indicated otherwise. Sending price lists, printed materials or other publications cannot be considered as Van Beek EPDM assuming any obligation in advance. Images, drawings and indications of sizes and weights, and other specifications included in catalogues, price lists or advertising materials are merely indications or are provided by way of an indication. Van Beek EPDM does not provide any guarantees as regards possible differences.

Van Beek EPDM has the right to correct or change its proposal. The previous proposal will then lapse.

The images, drawings and suchlike provided by Van Beek EPDM remain the property of Van Beek EPDM and may not be copied or provided to third parties without the written consent of Van Beek EPDM.

Van Beek EPDM's proposal will lapse if the Buyer has not accepted its proposal within 7 working days and this proposal can no longer be invoked. This provision applies unless indicated otherwise in the offer.

IV. THE PURCHASE AGREEMENT

The purchase agreement is concluded between the parties after the Buyer has accepted Van Beek EPDM's proposal.

The Buyer accepts Van Beek EPDM's proposal including these general terms and conditions to the exclusion of all other general terms and conditions. These general terms and conditions form an inextricable part of Van Beek EPDM's proposal.

Neither party has the right to transfer the purchase agreement to a third party unless it has obtained the express and written consent of the counterparty.

V. PRICES AND DELIVERY

Prices are exclusive of VAT and exclusive of the costs of transport and insurance. The Buyer bears the costs of transport as well as the risk as from the delivery. Additional costs not included in the agreement and that become known after conclusion of the agreement are charged on to the Buyer. Additional costs may include costs such as additional import and other duties, excise duty and additional insurance premiums.

Loading and unloading will be carried out by a carrier to be designated by the Buyer.

Transport takes place for the Buyer's risk as from the moment the transport has left Van Beek EPDM's branch. The Buyer is therefore required to take out adequate insurance in this connection. If delivery at the agreed time and place proves impossible, Van Beek EPDM will have the right to take back the goods concerned, unless alternative arrangements are made at that moment. The related additional costs of any further transport and the additional storage costs may be charged on to the Buyer by Van Beek EPDM.

The delivery times indicated by Van Beek EPDM can never be considered to be strict deadlines, but merely indications, unless expressly agreed otherwise in writing. Van Beek EPDM endeavours to comply with these times as much as possible. However, the fact that Van Beek EPDM exceeds the term will not give the Buyer the right to terminate the agreement, refuse to make payment and does not oblige Van Beek EPDM to pay compensation on any basis whatsoever.

Insofar as the parties make other arrangements concerning transport, such will be apparent from the express provisions of the written agreement that are not formulated in general terms.

VI. CANCELLATION

After the agreement has been concluded, there is a period of 2 Dutch working days during which either party can cancel the agreement.

After the aforementioned period of two working days has ended, the agreement can be cancelled after the parties have reached agreement concerning the manner of cancellation and the division of the costs related to the cancellation and only after Van Beek EPDM has agreed in writing to the request for cancellation of the agreement by the Buyer. Costs related to preparing the product, administrative costs and the transport costs incurred form an inextricable part of the costs of cancellation and are for the Buyer's risk and account. It will be sufficient for Van Beek EPDM to provide an estimate of these costs.

In the event the parties have reached agreement concerning cancellation after the product was delivered to the Buyer, the loss of value, transport costs, transport insurance and damage will be deducted from the purchase price to be refunded.

Van Beek EPDM will send the Buyer a credit invoice and an estimate of the costs deducted as soon as possible and in any event after receipt and inspection of the product by Van Beek EPDM. The product remains the property of the Buyer until Van Beek EPDM has inspected and accepted the product.

VII. PRODUCT AND DOCUMENTATION

If Van Beek EPDM is unable to deliver the product, Van Beek EPDM will have the right to deliver a similar product of equivalent or better quality or with similar or better characteristics instead of the product.

A sample, model, example or a different item, shown by Van Beek EPDM to the Buyer, provides merely an indication of the characteristics of the product. The characteristics of the product may deviate from the characteristics of the sample, model, example or different item. The Buyer cannot derive rights or expectations from the characteristics of the sample, model, example or different item shown.

The Buyer will ensure that he is familiar with the characteristics and specifications of the product. The Buyer is aware of the risks of the use of the product and the minimum safety requirements related to the use of the product. The Buyer will use the product in accordance with the statutory requirements to which the Buyer is subject.

Insofar as further guarantees are provided with respect to the goods delivered, these will only apply if they are expressly agreed in writing and if the conditions of this guarantee are provided upon delivery. Any right under a guarantee lapses if the defect was not reported to Van Beek EPDM within 2 months after discovery of this defect.

VIII. SUSPENSION

Van Beek EPDM has the right to suspend the delivery obligations on the basis of a failure to comply with any payment obligation in whole or in part. Van Beek EPDM has the right to suspend delivery on the basis of insufficient creditworthiness on the part of the Buyer or on the basis of a failure on the part of the Buyer to comply or a failure to comply in full with his obligations and the consequences thereof that arise from this agreement or from other agreements with the Buyer. Van Beek EPDM will notify the other party of the suspension immediately. This obligation is not a requirement for the creation of a right of suspension. The Buyer may provide sufficient security for compliance.

IX. SECURITY

The Buyer is obliged at Van Beek EPDM's first notification to provide security for correct compliance with the Buyer's payment obligation relating to an agreement performed or still to be performed in whole or in part by Van Beek EPDM in a form desired by Van Beek EPDM.

X. FORCE MAJEURE

A failure to comply with its obligations cannot be attributed to Van Beek EPDM if this failure is the result of force majeure.

Force majeure is defined as the circumstance that Van Beek EPDM, or parties engaged by Van Beek EPDM on which it depends, do not comply or do not comply in time with their obligations, but also includes weather conditions, natural disasters, terrorism, cyber crime, disruptions in the digital infrastructure, fires, power failures, (the consequences of) epidemics, theft or loss of tools, materials or information, road blocks, strikes or work interruptions, transport obstructions (including traffic congestion), the threat of war, disturbances, strikes, floods, illness, government measures of any kind whatsoever (including import and export measures), disruptions to the supply of raw and/or auxiliary materials and energy, defects in or damage to machines and installations, and all other circumstances that are beyond Van Beek EPDM's control.

Force majeure also applies if a supplier or service provider commits breach of contract towards Van Beek EPDM unless Van Beek EPDM should have taken this breach of contract into account when it concluded the agreement.

XI. RETENTION OF TITLE

All goods delivered and to be delivered remain the exclusive property of Van Beek EPDM until all claims it has or will acquire against the Buyer on any basis whatsoever have been paid in full. After the Buyer has acquired full ownership, this agreement creates an undisclosed right of pledge in respect of the goods delivered by Van Beek EPDM for the benefit of Van Beek EPDM in respect of all claims Van Beek EPDM has and/or will acquire against the Buyer at any time, on any basis whatsoever.

Van Beek EPDM has the right to take back the goods delivered without any demand, notice of default or judicial intervention, and enter the Buyer's premises if necessary, on the basis of the fact that the Buyer has failed to comply properly with his obligations. The value of the goods taken back will be deducted from Van Beek EPDM's claims against the Buyer on the basis of the assessed value of the goods at that time. The costs of taking back the goods will be for the Buyer's account.

XII. PAYMENT

Payment of invoices must take place within 30 days after the invoice date. The Buyer is in default as a result of the mere expiry of this term. Notice of default is not required. The Buyer expressly waives his right to set off any counterclaims on his part on any basis whatsoever. In case of late payment, Van Beek EPDM will charge the Buyer contractual interest of 13% per year on the amount outstanding at that time.

The Buyer will be obliged to reimburse to Van Beek EPDM all costs to be incurred by Van Beek EPDM as a result of the Buyer's default, both the judicial and extrajudicial costs. The collection costs related to the settlement of the extrajudicial costs after the claim was handed over to a third party for collection will amount to 15% of the principal sum subject to a minimum of €500. Payments serve in the first place to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the accrued interest. Set-off of the purchase price against any counterclaim against Van Beek EPDM on the basis of this agreement or on the basis of another obligation is excluded.

XIII. COMPLAINTS

Complaints concerning goods delivered relating to the quantity, quality of these goods or any damage must be reported by the Buyer immediately upon delivery by means of a statement on the delivery slip. The Buyer will ensure that Van Beek EPDM is informed with proper documentation. Van Beek EPDM is not obliged to handle complaints that are submitted to it later. The right to complain lapses in any event after the product has been processed or two months after the Buyer has discovered or could have discovered a non-conformity. This is the time limit for the presenting of complaints.

All claims against Van Beek EPDM pursuant to this agreement lapse 1 year after the moment of delivery.

XIV. REPAIR AND REPLACEMENT

Following receipt of a complaint from the Buyer, Van Beek EPDM will have the right to effect perform within a reasonable term by delivering, repairing or replacing parts, unless this would be unreasonable. Van Beek EPDM will determine how to effect performance of the agreement, with due observance of the interests of the Buyer and with due observance of whether the Buyer has or has not complied with the obligations arising from this or another agreement.

The Buyer only has the right to demand replacement of the product in case of an essential defect. The Buyer cannot bring other claims until after the reasonable term referred to in the previous paragraph has ended.

XV. ADVICE

Information about the product provided upon conclusion of the agreement does not constitute advice intended specifically for the Buyer. It concerns general information on the basis of which the Buyer can and must assess whether the product is suitable for the use intended by the Buyer.

Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (DCC) do not apply if Van Beek EPDM provides specific advice in connection with a project. Employees of Van Beek EPDM who work or used to work for it are not personally bound and/or liable. In deviation from Article 7:408 paragraph 2 DCC, Van Beek EPDM has the right to terminate the consultancy agreement with a Buyer.

Van Beek EPDM expressly rejects all liability/accountability concerning possible damage of any kind or any extent that is the result in whole or in part of performance by the Buyer or third parties. The Buyer always remains responsible for the manner in which the activities are carried out.

In those cases in which Van Beek EPDM provides advice, its liability in case of an attributable failure will be limited to at most the amount of the invoice value relating to this assignment, with the exception of intent or gross negligence. Van Beek EPDM is never liable for consequential damage. The client will be obliged to indemnify Van Beek EPDM against all claims from third parties, including possible claims from any parties with an interest in the assignment.

In case of a contract for services, all liability lapses as a result of the passage of one year as from the moment the assignment has been completed.

XVI. LIABILITY Van Beek EPDM

Van Beek EPDM is not liable if the product was processed incorrectly. Van Beek EPDM is not liable if the product sold was damaged due to an external event. Van Beek EPDM is not liable for any consequential damage, including in any event damage caused to items of property other than the products delivered by Van Beek EPDM, lost profit, losses due to delay or losses due to replacement. Liability is also excluded for damage-mitigating measures implemented by the Buyer. The reason for limiting liability is that Van Beek EPDM has no control whatsoever over these consequences and is also unable to oversee the consequences.

Van Beek EPDM will never be liable in case incorrect performance of the agreement is the result of force majeure.

Use of cleaning products, chemical agents, disease control and other additions, combined with the products delivered is for the Buyer's own risk. These agents could have a negative impact on the product characteristics. Damage resulting from their use is not covered by the guarantee. A resistance list is available upon request. The Buyer indemnifies Van Beek EPDM against claims from third parties and in particular against product liability as referred to in EU Directive 85/374 and subsequent legislation based on it.

In case of liability or damage in the broadest sense of the word, liability on the part of Van Beek EPDM will be limited in any event and always to the amount paid out in the case concerned pursuant to the liability insurance taken out by Van Beek EPDM. Van Beek EPDM's entire liability for all of the damage will be limited to the purchase price of the product agreed in this agreement.

Insofar as Van Beek EPDM offers a higher compensation than the invoice value in specific cases, such will not constitute acknowledgement of liability. Van Beek EPDM makes offers of a higher compensation than the invoice value exclusively for commercial reasons. The limitations of liability included in these general terms and conditions remain fully in effect if such an offer is made.

XVII. TRADE SECRETS

All information the Buyer and Van Beek EPDM hold from and concerning each other constitutes a trade secret within the meaning of EU Directive 2016/943, unless the parties agree otherwise.

The use of trade secrets owned by the counterparty is prohibited unless the parties have expressly agreed otherwise. Each party is liable for damage sustained by the counterparty as a result of the use or abuse of trade secrets by its employees, subcontractors or third parties that are affiliated with it contractually or otherwise. If this prohibition is breached, the Buyer will owe Van Beek EPDM a penalty of €10,000.00 per breach in addition to the damage actually sustained.

XVIII. AVOIDANCE

Full or partial avoidance of the agreement is excluded. The reason for this article is that the consequences of a declaration of avoidance of a purchase agreement whereby the product delivered has been processed or modified, is considered too complex and disproportionately costly by both parties.

XIX. BANKRUPTCY, SUSPENSION OF PAYMENT AND ATTACHMENT

In case of bankruptcy or a suspension of payment on the part of the Buyer or in the event an attachment is levied against or at the expense of the Buyer or it becomes clear in a different manner that the Buyer is no longer able to comply in full with his obligations arising from the agreement with Van Beek EPDM, Van Beek EPDM will have the right to terminate the agreement with immediate effect and in any event to suspend its obligations under the agreement until the Buyer is able to pay in full.

XX. General Data Protection Regulation (GDPR)

Van Beek EPDM processes personal data such as names, e-mail addresses, telephone numbers of the Buyer's employees for the purpose of the performance of and compliance with obligations under this agreement in the broadest sense of the word. These data are processed in accordance with the GDPR and are not shared with third parties by Van Beek EPDM.

Interested parties may contact Van Beek EPDM for the purpose of exercising rights under the GDPR.

XXI. DISPUTES

All agreements with Van Beek EPDM are governed by Dutch law to the exclusion of the Vienna Sales Convention. All disputes between Van Beek EPDM and the Buyer that cannot be settled amicably, including disputes that are only considered to be disputes by one of the parties, are submitted to the competent court in the jurisdiction of Maastricht to the exclusion of other courts, unless Van Beek EPDM and the Buyer agree after a dispute arises to submit the dispute to arbitration or to a different court.

Version 2022
Van Beek EPDM B.V.

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Working Day: a calendar day, unless it is a day of rest or public holiday, a day of leave or any other non-individual day off recognised generally or at the location of the Work or which is prescribed by the Dutch government or by a (Dutch) collective labour agreement.

XXIII. APPLICABILITY

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XXIV. PROPOSALS AND OFFERS

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VBF International's proposal will lapse if the Buyer has not accepted its proposal within 7 working days and this proposal can no longer be invoked. This provision applies unless indicated otherwise in the offer.

XXV. THE PURCHASE AGREEMENT

The purchase agreement is concluded between the parties after the Buyer has accepted VBF International's proposal.

The Buyer accepts VBF International's proposal including these general terms and conditions to the exclusion of all other general terms and conditions. These general terms and conditions form an inextricable part of VBF International's proposal.

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XXVI. PRICES AND DELIVERY

Prices are exclusive of VAT and exclusive of the costs of transport and insurance. The Buyer bears the costs of transport as well as the risk as from the delivery. Additional costs not included in the agreement and that become known after conclusion of the agreement are charged on to the Buyer. Additional costs may include costs such as additional import and other duties, excise duty and additional insurance premiums.

Loading and unloading will be carried out by a carrier to be designated by the Buyer.

Transport takes place for the Buyer's risk as from the moment the transport has left VBF International's branch. The Buyer is therefore required to take out adequate insurance in this connection. If delivery at the agreed time and place proves impossible, VBF International will have the right to take back the goods concerned, unless alternative arrangements are made at that moment. The related additional costs of any further transport and the additional storage costs may be charged on to the Buyer by VBF International.

The delivery times indicated by VBF International can never be considered to be strict deadlines, but merely indications, unless expressly agreed otherwise in writing. VBF International endeavours to comply with these times as much as possible. However, the fact that VBF International exceeds the term will not give the Buyer the right to terminate the agreement, refuse to make payment and does not oblige VBF International to pay compensation on any basis whatsoever.

Insofar as the parties make other arrangements concerning transport, such will be apparent from the express provisions of the written agreement that are not formulated in general terms.

XXVII. CANCELLATION

After the agreement has been concluded, there is a period of 2 Dutch working days during which either party can cancel the agreement.

After the aforementioned period of two working days has ended, the agreement can be cancelled after the parties have reached agreement concerning the manner of cancellation and the division of the costs related to the cancellation and only after VBF International has agreed in writing to the request for cancellation of the agreement by the Buyer. Costs related to preparing the product, administrative costs and the transport costs incurred form an inextricable part of the costs of cancellation and are for the Buyer's risk and account. It will be sufficient for VBF International to provide an estimate of these costs.

In the event the parties have reached agreement concerning cancellation after the product was delivered to the Buyer, the loss of value, transport costs, transport insurance and damage will be deducted from the purchase price to be refunded.

VBF International will send the Buyer a credit invoice and an estimate of the costs deducted as soon as possible and in any event after receipt and inspection of the product by VBF International. The product remains the property of the Buyer until VBF International has inspected and accepted the product.

XXVIII. PRODUCT AND DOCUMENTATION

If VBF International is unable to deliver the product, VBF International will have the right to deliver a similar product of equivalent or better quality or with similar or better characteristics instead of the product.

A sample, model, example or a different item, shown by VBF International to the Buyer, provides merely an indication of the characteristics of the product. The characteristics of the product may deviate from the characteristics of the sample, model, example or different item. The Buyer cannot derive rights or expectations from the characteristics of the sample, model, example or different item shown.

The Buyer will ensure that he is familiar with the characteristics and specifications of the product. The Buyer is aware of the risks of the use of the product and the minimum safety requirements related to the use of the product. The Buyer will use the product in accordance with the statutory requirements to which the Buyer is subject.

Insofar as further guarantees are provided with respect to the goods delivered, these will only apply if they are expressly agreed in writing and if the conditions of this guarantee are provided upon delivery. Any right under a guarantee lapses if the defect was not reported to VBF International within 2 months after discovery of this defect.

XXIX. SUSPENSION

VBF International has the right to suspend the delivery obligations on the basis of a failure to comply with any payment obligation in whole or in part. VBF International has the right to suspend delivery on the basis of insufficient creditworthiness on the part of the Buyer or on the basis of a failure on the part of the Buyer to comply or a failure to comply in full with his obligations and the consequences thereof that arise from this agreement or from other agreements with the Buyer. VBF International will notify the other party of the suspension immediately. This obligation is not a requirement for the creation of a right of suspension. The Buyer may provide sufficient security for compliance.

XXX. SECURITY

The Buyer is obliged at VBF International's first notification to provide security for correct compliance with the Buyer's payment obligation relating to an agreement performed or still to be performed in whole or in part by VBF International in a form desired by VBF International.

XXXI. FORCE MAJEURE

A failure to comply with its obligations cannot be attributed to VBF International if this failure is the result of force majeure.

Force majeure is defined as the circumstance that VBF International, or parties engaged by VBF International on which it depends, do not comply or do not comply in time with their obligations, but also includes weather conditions, natural disasters, terrorism, cyber crime, disruptions in the digital infrastructure, fires, power failures, (the consequences of) epidemics, theft or loss of tools, materials or information, road blocks, strikes or work interruptions, transport obstructions (including traffic congestion), the threat of war, disturbances, strikes, floods, illness, government measures of any kind whatsoever (including import and export measures), disruptions to the supply of raw and/or auxiliary materials and energy, defects in or damage to machines and installations, and all other circumstances that are beyond VBF International's control.

Force majeure also applies if a supplier or service provider commits breach of contract towards VBF International unless VBF International should have taken this breach of contract into account when it concluded the agreement.

XXXII. RETENTION OF TITLE

All goods delivered and to be delivered remain the exclusive property of VBF International until all claims it has or will acquire against the Buyer on any basis whatsoever have been paid in full. After the Buyer has acquired full ownership, this agreement creates an undisclosed right of pledge in respect of the goods delivered by VBF International for the benefit of VBF International in respect of all claims VBF International has and/or will acquire against the Buyer at any time, on any basis whatsoever.

VBF International has the right to take back the goods delivered without any demand, notice of default or judicial intervention, and enter the Buyer's premises if necessary, on the basis of the fact that the Buyer has failed to comply properly with his obligations. The value of the goods taken back will be deducted from VBF International's claims against the Buyer on the basis of the assessed value of the goods at that time. The costs of taking back the goods will be for the Buyer's account.

XXXIII. PAYMENT

Payment of invoices must take place within 30 days after the invoice date. The Buyer is in default as a result of the mere expiry of this term. Notice of default is not required. The Buyer expressly waives his right to set off any counterclaims on his part on any basis whatsoever. In case of late payment, VBF International will charge the Buyer contractual interest of 13% per year on the amount outstanding at that time.

The Buyer will be obliged to reimburse to VBF International all costs to be incurred by VBF International as a result of the Buyer's default, both the judicial and extrajudicial costs. The collection costs related to the settlement of the extrajudicial costs after the claim was handed over to a third party for collection will amount to 15% of the principal sum subject to a minimum of €500. Payments serve in the first place to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the accrued interest. Set-off of the purchase price against any counterclaim against VBF International on the basis of this agreement or on the basis of another obligation is excluded.

XXXIV. COMPLAINTS

Complaints concerning goods delivered relating to the quantity, quality of these goods or any damage must be reported by the Buyer immediately upon delivery by means of a statement on the delivery slip. The Buyer will ensure that VBF International is informed with proper documentation. VBF International is not obliged to handle complaints that are submitted to it later. The right to complain lapses in any event after the product has been processed or two months after the Buyer has discovered or could have discovered a non-conformity. This is the time limit for the presenting of complaints.

All claims against VBF International pursuant to this agreement lapse 1 year after the moment of delivery.

XXXV. REPAIR AND REPLACEMENT

Following receipt of a complaint from the Buyer, VBF International will have the right to effect perform within a reasonable term by delivering, repairing or replacing parts, unless this would be unreasonable. Van Beek EPDM will determine how to effect performance of the agreement, with due observance of the interests of the Buyer and with due observance of whether the Buyer has or has not complied with the obligations arising from this or another agreement.

The Buyer only has the right to demand replacement of the product in case of an essential defect. The Buyer cannot bring other claims until after the reasonable term referred to in the previous paragraph has ended.

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VBF International expressly rejects all liability/accountability concerning possible damage of any kind or any extent that is the result in whole or in part of performance by the Buyer or third parties. The Buyer always remains responsible for the manner in which the activities are carried out.

In those cases in which VBF International provides advice, its liability in case of an attributable failure will be limited to at most the amount of the invoice value relating to this assignment, with the exception of intent or gross negligence. VBF International is never liable for consequential damage. The client will be obliged to indemnify VBF International against all claims from third parties, including possible claims from any parties with an interest in the assignment.

In case of a contract for services, all liability lapses as a result of the passage of one year as from the moment the assignment has been completed.

XXXVII. LIABILITY VBF INTERNATIONAL

VBF International is not liable if the product was processed incorrectly. VBF International is not liable if the product sold was damaged due to an external event. VBF International is not liable for any consequential damage, including in any event damage caused to items of property other than the products delivered by VBF International, lost profit, losses due to delay or losses due to replacement. Liability is also excluded for damage-mitigating measures implemented by the Buyer. The reason for limiting liability is that VBF International has no control whatsoever over these consequences and is also unable to oversee the consequences.

VBF International will never be liable in case incorrect performance of the agreement is the result of force majeure.

Use of cleaning products, chemical agents, disease control and other additions, combined with the products delivered is for the Buyer's own risk. These agents could have a negative impact on the product characteristics. Damage resulting from their use is not covered by the guarantee. A resistance list is available upon request. The Buyer indemnifies VBF International against claims from third parties and in particular against product liability as referred to in EU Directive 85/374 and subsequent legislation based on it.

In case of liability or damage in the broadest sense of the word, liability on the part of VBF International will be limited in any event and always to the amount paid out in the case concerned pursuant to the liability insurance taken out by VBF International. VBF International's entire liability for all of the damage will be limited to the purchase price of the product agreed in this agreement.

Insofar as VBF International offers a higher compensation than the invoice value in specific cases, such will not constitute acknowledgement of liability. VBF International makes offers of a higher compensation than the invoice value exclusively for commercial reasons. The limitations of liability included in these general terms and conditions remain fully in effect if such an offer is made.

XXXVIII. TRADE SECRETS

All information the Buyer and VBF International hold from and concerning each other constitutes a trade secret within the meaning of EU Directive 2016/943, unless the parties agree otherwise.

The use of trade secrets owned by the counterparty is prohibited unless the parties have expressly agreed otherwise. Each party is liable for damage sustained by the counterparty as a result of the use or abuse of trade secrets by its employees, subcontractors or third parties that are affiliated with it contractually or otherwise. If this prohibition is breached, the Buyer will owe VBF International a penalty of €10,000.00 per breach in addition to the damage actually sustained.

XXXIX. AVOIDANCE

Full or partial avoidance of the agreement is excluded. The reason for this article is that the consequences of a declaration of avoidance of a purchase agreement whereby the product delivered has been processed or modified, is considered too complex and disproportionately costly by both parties.

XL. BANKRUPTCY, SUSPENSION OF PAYMENT AND ATTACHMENT

In case of bankruptcy or a suspension of payment on the part of the Buyer or in the event an attachment is levied against or at the expense of the Buyer or it becomes clear in a different manner that the Buyer is no longer able to comply in full with his obligations arising from the agreement with VBF International, VBF International will have the right to terminate the agreement with immediate effect and in any event to suspend its obligations under the agreement until the Buyer is able to pay in full.

XLI. General Data Protection Regulation (GDPR)

VBF International processes personal data such as names, e-mail addresses, telephone numbers of the Buyer's employees for the purpose of the performance of and compliance with obligations under this agreement in the broadest sense of the word. These data are processed in accordance with the GDPR and are not shared with third parties by VBF International.

Interested parties may contact VBF International for the purpose of exercising rights under the GDPR.

XLII. DISPUTES

All agreements with VBF International are governed by Dutch law to the exclusion of the Vienna Sales Convention. All disputes between VBF International and the Buyer that cannot be settled amicably, including disputes that are only considered to be disputes by one of the parties, are submitted to the competent court in the jurisdiction of Maastricht to the exclusion of other courts, unless VBF International and the Buyer agree after a dispute arises to submit the dispute to arbitration or to a different court.

Version 2022

VBF International B.V.