

article 1. General

1. These conditions apply to every offer and agreement between KAUSTIK EUROPE B.V, hereinafter called: "User", and any Other Party to which the User has declared these conditions applicable, in so far as these conditions have not been deviated from by the parties explicitly and in writing.
2. These conditions also apply to agreements with the User for whose performance third parties must be engaged.
3. These general conditions have also been written for the User's employees and management board.
4. The applicability of possible purchasing or other conditions of the Other Party is rejected explicitly.
5. If at any time one or more provisions in these general conditions are void or should be voided in full or in part, the other provisions in these general conditions will remain fully applicable. The User and the Other Party will then enter into consultation to agree on new provisions to replace the void or voided provisions, on which occasion the object and tenor of the original provisions will be taken into account as much as possible.
6. If there should be any uncertainty about the interpretation of one or more provisions of these general conditions, the interpretation must be made "in accordance with the spirit" of these provisions.
7. If between the parties a situation should occur that has not been regulated in these general conditions, this situation must be assessed in the spirit of these general conditions.
8. If the User does not always desire strict observance of these conditions, this will not mean that their provisions do not apply or that the User should lose the right in any way to desire strict observance of the provisions of these conditions in other cases.

article 2 Offers

- 1 All the User's offers are without engagement , unless a period for acceptance has been set in the offer. An offer will lapse if the product to which the offer relates has become unavailable in the meantime.
- 2 The User cannot be obliged to maintain its offers if the Other Party can understand in reason that the offers, or part of them, contain an evident mistake or clerical error.
- 3 The prices mentioned in an offer are exclusive of VAT and other levies by the authorities, any expenses to be incurred within the framework of the agreement, including hotel and travelling expenses, shipping and administration charges, unless something else has been indicated.
- 4 If the acceptance (on subordinate points or otherwise) deviates from the offer, the User will not be bound by that. In that case the agreement will not come about in accordance with this deviating acceptance, unless the User indicates otherwise.
- 5 A composite quotation does not oblige the User to perform part of the order at a price proportional to the price quoted. Offers do not automatically apply to future orders.

**article 3 Duration of contract;
terms of delivery, performance and amendment of agreement**

1. The agreement between the User and the Other Party is entered into for an indefinite period, unless something else follows from the nature of the agreement or if the parties agree something else explicitly and in writing.
2. If a period has been agreed for the completion of certain operations or for the delivery of certain goods, this will never be a deadline. If a period is transgressed, the Other Party must therefore hold the User in default in writing. On that occasion the User must offered a reasonable period to perform the agreement as yet.
3. If the User needs data from the Other Party for the performance of the agreement, the period of performance will only begin after the Other Party has made them available to the User correctly and completely.
4. The delivery will be made from the User's premises.

The Other Party is obliged to take delivery of the goods at the time that they are made available to it. If the Other Party refuses to take delivery of them or fails to provide information or instructions that are necessary for the delivery, the User will be entitled to store the goods at the expense and risk of the Other Party.

5. The User is entitled to have certain operations performed by third parties.

6. The User is entitled to perform the agreement in different phases and to invoice separately the part performed in that way.

7. If the agreement is performed in phases, the User may suspend the performance of those components that are part of a following phase until the Other Party has approved the results of the preceding phase in writing.

8. If it appears during the performance of the agreement that it is necessary to amend or supplement it for its proper performance, the parties will proceed to amendment of the agreement in good time and in consultation. If the nature, scope or contents of the agreement should be amended, whether or not at the request or on the instructions of the Other Party, of the competent authorities et cetera, and the agreement is thereby amended in a qualitative and/or quantitative respect, this may also have consequences for the matters originally agreed. Consequently the originally agreed amount may be raised or lowered. The User will give a quotation for this beforehand in so far as possible. Furthermore the originally stated period of performance may be changed as a result of an amendment of the agreement. The Other Party will accept the possibility of amendment of the agreement, including the change in price and period of performance.

9. If the agreement is amended, including a supplementation, the User will be entitled not to perform it before approval has been given for the purpose by the person authorized within the User, and the Other Party has agreed to the price and other conditions stated for the performance, including the time at which this will be performed, to be determined then. Failure to perform or immediately perform the amended agreement will not procure default of the User and will not be a ground for the Other Party to terminate the agreement.

Without entering into default as a result of this the User may refuse a request to amend the agreement if this could have consequences in a qualitative and/or quantitative respect, for instance for the operations to be performed or goods to be delivered within that framework.

10. If the Other Party should be in default in the proper performance of whatever it is obliged to do in respect of the User, the Other Party will be liable for all damage (including costs) on the part of the User caused thereby directly or indirectly.

11. If the User agrees on a fixed price with the Other Party, the User will nevertheless be entitled at any time to increase this price without the Other Party being entitled in that case to dissolve the agreement for that reason, if the increase of the price follows from a power or obligation in pursuance of the law or regulations or is caused by an increase of the price of raw materials, wages et cetera or on other grounds that were not foreseeable in reason when the agreement was entered into.

12. If the price increase amounts to more than 10% otherwise than as a result of an amendment of the agreement and occurs within three months after the conclusion of the agreement, only the Other Party that can rely on title 5 of part 3 of Book 6 of the Civil Code will be entitled to dissolve the agreement by a written statement, unless the User will then be still prepared to perform the agreement on the basis of the matters originally agreed, or if the price increase follows from a power or an obligation resting on the User in pursuance of the law or if it has been stipulated that the delivery will be made more than three months after purchase.

article 4 Suspension, dissolution and interim termination of the agreement

1. The User is empowered to suspend the fulfilment of the obligations or to dissolve the agreement if:

- the Other Party does not fulfil the obligations from the agreement, not completely or not in time;
- after the conclusion of the agreement the User learns of circumstances that give good reason to fear that the Other Party will not fulfil the obligations;

- the Other Party was asked when concluding the agreement to provide security for the fulfilment of its obligations from the agreement and this security has not been provided or is not sufficient;
 - If owing to the delay on the part of the Other Party the User cannot be required any longer to perform the agreement on the agreed conditions, the User will be entitled to dissolve the agreement.
2. Furthermore the User is empowered to dissolve the agreement if circumstances occur that are of such a nature that the performance of the agreement is impossible or if otherwise circumstances occur that are of such a nature that unaltered continuation of the agreement cannot be required of the User in reason.
 3. If the agreement is dissolved, the User's claims on the Other Party will be payable immediately. If the User suspends the fulfilment of the obligations, it will retain its claims from the law and the agreement.
 4. If the User proceeds to suspension or dissolution, it will not be obliged in any way to pay compensation for damage and costs caused thereby in any way.
 5. If the dissolution is imputable to the Other Party, the User will be entitled to compensation of the damage, including the costs caused thereby directly or indirectly.
 6. If the Other Party does not fulfil its obligations following from the agreement and this non-fulfilment justifies dissolution, the User will be entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Other Party will be obliged to make compensation or indemnification on the strength of non-fulfilment.
 7. If the agreement is terminated in the meantime by the User, the User will see to transfer of the operations yet to be performed to third parties in consultation with the Other Party. This unless the notice of termination can be blamed on the Other Party. If the transfer of operations entails extra costs on the User, they will be charged to the Other Party. The Other Party is obliged to pay these costs within the period mentioned for the purpose, unless the User indicates something else.
 8. In the event of liquidation, of a (petition for) suspension of payments or bankruptcy, of attachment - if and in so far as the attachment has not been removed within three months - for account of the Other Party, of debt remediation or another circumstance whereby the Other Party cannot freely dispose of its property anymore, the User will be free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part for payment of any compensation or indemnification. In that case the User's claims on the Other Party will be payable at once.
 9. If the Other Party cancels a placed order in full or in part, the goods ordered or prepared for it, increased by any supply costs, disposal costs and delivery charges thereof and the labour time reserved for the performance of the agreement will be charged to the Other Party in full.

article 5 Force majeure

1. The User is not obliged to fulfil any obligation in respect of the Other Party if it is hampered in doing so as a result of a circumstance that is not due to culpability and is not for the User's account by virtue of the law, a legal act or generally held views.
2. In these general conditions force majeure will be, apart from the matters understood thereby in the law and case law, all external causes, foreseen or unforeseen, over which the User has no control but as a result of which the User is unable to fulfil its obligations. Including strikes at the business of the User or of third parties. The User is also entitled to rely on force majeure if the circumstance preventing (further) performance of the agreement, takes effect after the User should have fulfilled its obligation.
3. During the period that force majeure exists, the User may suspend the obligations from the agreement. If this period lasts for more than two months, either party will be entitled to dissolve the agreement, without an obligation to compensate damage to the other party.
4. If at the time of the commencement of force majeure the User has fulfilled its obligations from the agreement or will be able to fulfil them in part and an independent value is due to the part

fulfilled or yet to be fulfilled, the User is entitled to separately invoice the part already fulfilled or yet to be fulfilled. The Other Party is obliged to pay this invoice as if there was a separate agreement.

article 6 Payment and collecting charges

1. Payment must be made within 30 (thirty) days after the invoice date, in a manner to be indicated by the User, in the currency of the invoice, unless something else has been indicated by the User in writing. The User is entitled to send invoices periodically.
2. If the Other Party fails to pay an invoice in time, the Other Party is in default by law. The Other Party will then owe an interest of 1,25 % PER MONTH on a pro rata basis calculated per day, unless the statutory interest is higher, in which case the statutory interest will be payable. The interest on the claimable amount will be calculated from the time that the Other Party is in default until the time of payment of the full amount payable. The Other Party will also owe EUR 50,- plus applicable VAT administration fee for each interest charge.
3. The User is entitled to use the payments made by the Other Party in the first instance to reduce the costs, subsequently to reduce the accrued interest and finally to reduce the principal amount and the current interest.
4. Without going into default the User may refuse an offer for payment, if the Other Party designates another sequence for the allocation of the payment. The User may refuse full repayment of the principal amount if on that occasion the accrued and current interest and collecting charges are not paid as well.
5. The Other Party is never entitled to set off an amount owed by it to the User.
6. Objections to the amount of an invoice do not suspend the obligation of payment. The Other Party that cannot rely on part 6.5.3 (the sections 231 through 247 of Book 6 of the Civil Code) is not entitled either to suspend the payment of an invoice for another reason.
7. If the Other Party is in default in the (timely) fulfilment of its obligations, all reasonable costs to obtain satisfaction extrajudicially will be for the Other Party's account. The extrajudicial expenses are calculated on the basis of whatever is customary in Dutch debt collection practice, at present the calculation method in accordance with Preliminary Work Report II (*Rapport Voorwerk II*). If, however, for debt collection the User has made higher costs that were necessary in reason, the actually made costs will qualify for compensation. Any judicial and enforcement costs will also be recovered from the Other Party. The Other Party will also owe interest on the payable debt collecting charges.

article 7 Retention of title

1. All the goods delivered by the User within the framework of the agreement will remain the User's property until the Other Party has properly fulfilled all the obligations from the agreement(s) concluded with the User.
2. Goods delivered by the User that are subject to the retention of title in pursuance of paragraph 1 may not be resold and may never be used as means of payment. The Other Party is not empowered to pledge or encumber in any other way the goods subject to the retention of title.
3. The Other Party must always do everything that may be expected of it in reason to safeguard the User's property rights.
4. If third parties attach the goods delivered subject to the retention of title or wish to establish or enforce rights thereto, the Other Party will be obliged to inform the User of this immediately.
5. The Other Party undertakes to insure and keep insured the goods delivered subject to the retention of title against fire, explosion and water damage and also against theft, and to allow the policy of this insurance to be inspected on the User's first demand. In the event of a possible payment of the insurance, the User is entitled to this money. In so far as necessary the Other Party gives the User the undertaking in advance to cooperate in everything that should (turn out to) be necessary or desirable within that framework.
6. In the event that the User wishes to exercise its property rights referred to in this article, the Other Party gives unconditional and irrevocable permission in advance to the User and third parties

to be designated by the User to access all places where the User's possessions are and to take back those goods.

article 8 Warranties, investigation and complaints, limitation period

1. The goods to be supplied by the User meet the customary requirements and standards that may be imposed on them in reason at the time of delivery and for which they are intended in the Netherlands in the case of normal use. The warranty mentioned in this article applies to goods that are intended for use inside the Netherlands. In the event of use outside the Netherlands the Other Party itself must verify whether their use is suitable for use there and they meet the conditions that are imposed on it. In that case the User may lay down other warranty conditions and other conditions with regard to the goods to be delivered or work to be performed.

2. The warranty mentioned in paragraph 1 of this article applies for a period of THREE MONTHS after delivery, unless something else follows from the nature of the goods delivered or the parties have agreed something else. If the warranty given by the User concerns a good that was produced by a third party, the warranty will be limited to the warranty that is supplied by the producer of the good, unless something else is mentioned.

3. Every form of warranty will be cancelled if a defect has arisen as a result of or following from injudicious or improper use or use after the use-by date, incorrect storage or maintenance by the Other Party and/or third parties, if the Other Party or third parties have made or have tried to make alterations to the good without the User's written permission, have attached to it other goods that should not be attached to it or if they were processed or treated in another than the prescribed manner. The Other Party will have no claim on warranty either if the defect has been caused by or is the result of circumstances over which the User has no control, including weather conditions (such as but not only extreme rainfall or temperatures) et cetera.

4. The Other Party is obliged to (have others) examine the goods delivered, immediately when the goods have been placed at its disposal or the relevant operations have been performed. On those occasions the Other Party should examine whether the quality and/or quantity of the goods delivered complies with what has been agreed and meets the requirements that the parties have agreed on the subject. Any visible defects must be reported in writing to the User within TWENTY-FOUR HOURS after delivery. Any invisible defects must be reported to the User in writing immediately but at any rate at the latest within FORTY-EIGHT HOURS after their discovery. The report must contain a description of the defect that is as detailed as possible, so that the User is able to react adequately. The Other Party must give the User the opportunity to (have others) investigate a complaint.

5. If the Other Party complains in good time, this will not suspend its obligation of payment. In that case the Other Party will also remain obliged to take delivery of and pay for the other goods ordered.

6. If a defect is reported later, the Other Party will no longer be entitled to any repair, replacement or indemnification.

7. If it has been established that a good is defective and a complaint was made in time, the User will replace the defective good within a reasonable period after its return or, if return is not possible in reason, after written notification with regard to the defect by the Other Party, or see to its repair or pay alternative compensation for it to the Other Party, at the User's choice. In the event of replacement the Other Party will be obliged to return the replaced goods to the User and to transfer its ownership to the User, unless the User indicates something else.

8. If it should become established that a complaint is unfounded, the costs caused thereby, including the investigation costs on the part of the User, will be entirely for account of the Other Party.

9. After the end of the warranty period all the costs for repair or replacement, including administration charges, shipping charges and call-out fees, will be charged to the Other Party.

10. In deviation from the statutory limitation periods the limitation period for all claims and defences against the User and the third parties engaged by the User in the performance of an agreement will be one year.

article 9 Liability

1. If the User should be liable, this liability will be limited to the matters regulated in this provision.
2. The User is not liable for damage of any nature whatsoever, caused by the User having proceeded on the basis of incorrect and/or incomplete data supplied by or on behalf of the Other Party.
3. If the User should be liable for any damage, the User's liability will be limited to at most the invoice value of the order, or at any rate to that part of the order to which the liability relates.
4. The User's liability will in any case always be limited to the amount of the payment by its insurer, if the occasion arises.
5. The User is only liable for direct damage.
6. Direct damage will exclusively mean the reasonable costs to determine the cause and the extent of the damage, in so far as the determination relates to damage in the sense of these conditions, the possible reasonable costs incurred to have the User's defective performance comply with the agreement, in so far as they can be allocated to the User, and reasonable costs, made to prevent or limit damage, in so far as the Other Party proves that these costs have led to limitation of direct damage as referred to in these general conditions.
7. The User will never be liable for indirect damage, including consequential loss, loss of profit, lost savings and damage as a result of business interruption.
8. The limitations of liability included in this article will not apply if the damage is due to wilfulness or gross negligence of the User or its executive subordinates.

article 10 Risk transfer

1. The risk of loss, damage or decrease in value will pass to the Other Party at the time when goods to the Other Party are brought within the Other Party's power.

article 11 Indemnification

1. The Other Party indemnifies the User for any claims of third parties that suffer damage in connection with the performance of the agreement and whose cause is due to others than the User.
2. If for that reason a claim should be brought against the User, the Other Party is obliged to assist the User both in and out of court and to do immediately everything that may be expected of it. Should the Other Party fail to take adequate measures, the User will be entitled, without notice of default, to proceed thereto itself. All the costs and damage caused thereby on the part of the User and third parties, will be entirely at the Other Party's expense and risk.

Article 12 Intellectual property right

1. The User reserves the rights and powers that are due to it on the strength of the Copyright Act and other intellectual property rights laws and regulations. The User has the right to use the knowledge accumulated on its part by the performance of the agreement for other purposes as well, in so far as no strictly confidential information of the Other Party is brought to the knowledge of third parties.

article 13 Applicable law and disputes

1. All legal relations to which the User is a party will be governed exclusively by Dutch law, even if the obligation is fulfilled entirely or partly abroad or if the party concerned in the legal relationship resides there. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
2. The court in the User's place of establishment has exclusive jurisdiction to take cognizance of disputes, unless the law prescribes something else coercively. Nevertheless the User will be entitled to submit the dispute to the court with jurisdiction according to the law.
3. The parties will only apply to a court after they have done their utmost to settle a dispute in consultation.

article 14 Source and amendment of conditions

1. These conditions have been filed on May 17, 2018 with the Commercial Register of the Chamber of Commerce of Rotterdam; file number 24422094 of KAUSTIK Europe B.V.
2. The latest version filed or the version that applies at the time of the legal relationship with the User will always be applicable.
3. The Dutch text of the general conditions will also decide the interpretation thereof in case there is a dispute.