

FILOFORM B.V.'s GENERAL TERMS AND CONDITIONS OF SALE

In these general conditions of sale ("GTC"), "Seller" means Filoform B.V. and its affiliated entities, and "Buyer" means the Buyer/customer of products and/or services, as agreed between Buyer and Seller (hereinafter "Products" and/or "Services"). The Seller and Buyer are jointly referred to as "Parties".



1. APPLICABILITY

- 1.1. These general conditions of sale apply to all offers, agreements, signed and/or confirmed (electronic) order forms whether or not made via an electronic exchange portal of the Seller or the Buyer.
- 1.2. (General/Purchasing) terms and conditions of the Buyer shall not apply unless accepted in writing by the Seller.

2. OFFER AND ACCEPTANCE

- 2.1. All offers made by the Seller are without obligation and shall be valid a maximum of 60 days, unless written differently on the offer.
- 2.2. Orders from the Buyer shall not bind the Seller until they are i) confirmed by the Seller in writing and/or by email ('the Order Confirmation'); or ii) confirmed by the Seller in the electronic exchange portal.

3. DELIVERY

- 3.1. All Products are delivered under retention of title until all claims have been paid by the Buyer. As long as the retention of title applies, the Buyer may not pledge the goods, assign the securities and resale is only permitted to authorised resellers in the context of their usual business activities and under the condition that the reseller makes the reservation to its customers that ownership shall not pass to the customer until the customer has fulfilled his payment obligation.
- 3.2. Delivery times are approximate. The delivery period stated with the agreement is not fatal. The Seller shall not be in default until it has been given written notice of default by the Buyer in accordance with the statutory provisions.
- 3.3. Seller reserves the right to deliver in parts, in which case each delivery will be considered an independent delivery.
- 3.4. The Products shall be deemed delivered as soon as the Seller has presented them at the agreed address. If the Buyer refuses to take delivery of the Products on the day of delivery, it shall be liable to pay damages to the Seller.
- 3.5. Once the Products have been delivered, the Seller has fulfilled its obligations under the agreement. Installation and assembly of the Products are at the Buyer's expense and risk.
- 3.6. The delivery of the Products shall be subject to the INCOTERM 2020 terms and conditions. The order confirmation contains the specific agreed condition under which the passing of risk takes place (Ex Works, DDP, FCA etc).
- 3.7. The Seller shall at all times be entitled to require security for payment of the purchase price from the Buyer prior to delivery.

4. PRICE

- 4.1. All prices are exclusive of VAT and transport costs, unless otherwise agreed. The price includes packaging, such as Europallets, to be exchanged upon delivery of the Products, unless otherwise agreed.
- 4.2. In case of any price changes in cost-determining factors after the commencement of the agreement, the Seller is entitled to change the agreed price proportionally.

5. PAYMENT

- 5.1. Payment must be made within 30 days of the invoice date without the possibility to set-off any amounts.
- 5.2. If the term of payment is exceeded, the Buyer shall owe interest of 1% per month, with part of a month counting as one full month.
- 5.3. If the Buyer fails to pay on time, the costs incurred by the Seller in collecting the amount due shall be borne by the Buyer with a minimum of 15% of the amount due.
- 5.4. The Seller is entitled to require full or partial payment in advance from the Buyer in certain cases. For orders from new customers, advance payment on the first order is applied.

6. DEFECTS AND COMPLAINTS

- 6.1. Transport damage or defects must be noted on the bill of lading as soon as possible after unloading the Products and, in any event, reported in writing to the Seller within 24 hours of receipt.
- 6.2. Complaints must be brought to the attention of the Seller within 14 days of their discovery by the Buyer. Failure to report a complaint within 14 days shall result in the loss of the Buyer's rights with regard to the complaint.
- 6.3. Return shipments as a result of complaints can only take place with the Seller's express prior consent.
- 6.4. Complaints, which are accepted by the Seller, do not give the Buyer any right other than to replace or repair the delivered item itself.
- 6.5. Any complaints do not release the Buyer from the obligation to pay within the payment period.
- 6.6. A claim for a defect in the Product shall in any case lapse if no complaint is made within 12 months after acceptance of the delivery.

7. PURCHASE ON SAMPLE AND/OR INSPECTION

- 7.1. If a sample was provided by the Seller to the Buyer at the time of the offer, the Seller is only obliged to deliver in accordance with the sample, unless otherwise agreed in writing.
- 7.2. If an inspection by the Buyer has been agreed, the Buyer shall be obliged to carry out the necessary tests within 14 days of the Seller's notification that the Products are ready. After the expiry of this period, the Products delivered shall be deemed to have been accepted by the Buyer.
- 7.3. In case of purchase on sample, the Seller does not accept any liability for defects, which the sample on the basis of which the purchase was made already had.
- 7.4. In the event of an agreed inspection, the Seller accepts no liability for defects already present in the Products to be inspected.

8. FORCE MAJEURE

- 8.1. Seller is not obliged to fulfil any obligation if he is prevented from doing so as a result of a circumstance, which is not due to his fault, nor for his account by virtue of law, legal act or common opinion.
- 8.2. Circumstances as referred to in clause 8.1 shall in any case be understood to mean delayed or incorrect delivery by the Seller's suppliers, as well as transport disruptions and strikes at the Seller or its suppliers.

8.3 The Seller shall then be entitled to execute the agreement within a reasonable period or to dissolve the agreement in whole or in part. In the event of force majeure on the part of the Seller, the Buyer shall only be entitled to dissolve the agreement after it has granted the Seller a reasonable period of time to still perform the agreement.

9. LIABILITY

9.1 The Seller's liability under the agreement is explicitly limited to the obligations described in clause 9, unless the Buyer proves that it has suffered damage due to intent or gross negligence on the part of the Seller itself.

9.2 Any liability of Buyer for damages, on any grounds whatsoever, shall be limited to a maximum amount equal to the invoice value for the Products delivered.

9.3 In any case, it is not eligible for reimbursement:

- loss of business (business interruption, loss of income, etc.) due to any cause;
- damage caused by intent or gross negligence of auxiliary persons or third parties;
- damage, due to a defect, which Buyer could have discovered from the sample or by the agreed inspection;
- damage resulting from inexpert and/or non-agreed installation, assembly, revision and/or use of the delivered goods, whether or not by a third party;
- damage resulting only in a minor impairment of the Product's usability or in case of natural wear and tear on the Product.

9.4 Complaints must be made to Seller within a reasonable period (2 months) after discovery of damage. A claim for damages must then be submitted within 12 months of the complaint, on pain of forfeiture of all rights.

9.5 The Buyer shall indemnify the Seller against all third-party claims for damages directly or indirectly related to the Products delivered.

10. INTELLECTUAL PROPERTY

10.1 The Agreement is not intended to change the (already existing) claims of the Parties or third parties on intellectual property rights, unless any agreement explicitly contains a (deed of) transfer of intellectual property rights. The Parties do not grant each other any rights (by licence or otherwise) in respect of materials and/or Products protected by intellectual property rights.

10.2 The Buyer shall not disclose to third parties any data, information, intellectual property or know-how it obtains from the Seller in the course of providing the Products and/or Services.

11. CONFIDENTIALITY, REPUTATION AND DISCLOSURE PROHIBITION

11.1 Each Party is obliged to keep confidential all information and other data obtained directly and/or indirectly from the other Party. The Parties shall not disclose such information and data to any other Party, except if and to the extent necessary for the performance of an agreement and the other Party consents in writing. The Parties shall not use such information and data for purposes other than the performance of the relevant agreement

11.2 Neither Party may use the name of the other Party in publications, advertisements or in any other manner unless it receives prior written consent from the other Party.

12. NULLITY OF THE AGREEMENT

12.1 If any provision of the Agreement should be deemed illegal, unenforceable or void, that provision will be limited or eliminated to the minimum extent necessary for the Agreement to remain otherwise in full force and effect and enforceable. The parties will then mutually agree on a new provision that will approximate the content and scope of the original provision, without itself becoming illegal, unenforceable or void.

13. APPLICABLE LAW AND DISPUTES

13.1 All offers and agreements of Seller shall be governed by Dutch law.

13.2 Any disputes between the seller and the buyer will be submitted to the competent court of the seller's place of business, which for Filoform B.V. is the Utrecht District Court. However, the Seller reserves the right to submit its claims to the competent court in the Buyer's place of residence or branch.

14. PUBLICATION OF GENERAL TERMS AND CONDITIONS

14.1 These GTC are updated from time to time. The latest version of the GTC will be published on the website www.filoform.nl. The GTC will be sent upon request.

14.2 The original set of these general conditions are made in the Dutch language. In case of any discrepancies between the English version and the Dutch version, the Dutch version prevails.

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