

Article 1 Definitions

In these terms and conditions the following terms shall have the following meanings

- Contractor: FILTA GROUP EUROPE B.V., registered in the Trade Register under number 70671818, doing business at Debbeshoek 14b, 7071XK Ulft, The Netherlands
- Client: Any natural or legal person with whom the contractor enters into an agreement or is in negotiations about the conclusion of an agreement or to whom or for whom the contractor makes an offer, supplies or performs a performance.

Article 2 General

1. These conditions apply to all offers, quotations, agreements and other (legal) acts between FILTA GROUP EUROPE B.V., hereinafter to be referred to as: "the contractor", and the other party, hereinafter to be referred to as: "the client".
2. Deviations from these general terms and conditions are only binding insofar as they have been agreed in writing between the contractor and the client.
3. The present conditions also apply to agreements and other (legal) acts with the contractor, the execution of which requires the contractor to involve third parties.
4. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be nullified, then the other provisions in these general terms and conditions remain fully applicable. The Contractor and the Client shall then enter into consultations in order to agree new provisions to replace the null and void or annulled provisions, taking into account as much as possible the purpose and purport of the original provisions.
5. If there is any uncertainty about the interpretation of one or more provisions of these general terms and conditions or if a situation arises between the parties that is not regulated in these general terms and conditions, the interpretation must take place or the situation must be assessed in the 'spirit' of these provisions.

Article 3 Offers and tenders

1. All offers and quotations made by the contractor shall remain valid, unless a term for acceptance is stated in the offer.
2. The prices mentioned in the offers and quotations are exclusive of VAT and other government levies as well as shipping and possible transport and packaging costs, unless explicitly stated otherwise.
3. If the acceptance deviates from the offer included in the quotation, the contractor shall not be bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the contractor indicates otherwise.
4. A compound quotation does not oblige the contractor to deliver part of the services included in the offer or quotation at a corresponding part of the quoted price.
5. Offers or quotations do not automatically apply to follow-up orders.

Article 4 Implementation

1. The Contractor shall perform the Agreement to the best of his knowledge and ability, in accordance with the requirements of good workmanship.
2. The Contractor is entitled to have certain work performed by third parties.
3. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
4. If work is performed by the contractor or third parties engaged by the contractor in the context of the assignment at the client's site or at a site designated by the client, the client shall provide the facilities reasonably required by the contractor's employees free of charge.
5. The customer shall ensure that all data which the contractor indicates are necessary or which the customer should reasonably understand are necessary for the execution of the agreement, are provided to the contractor in good time. If the information necessary for the performance of the agreement is not provided to the contractor in time, the contractor has the right to

suspend the performance of the agreement and/or to charge the additional costs resulting from the delay to the client according to the then customary rates.

6. The contractor is not liable for damage of any nature whatsoever, because the contractor has relied on the incorrect and/or incomplete information provided by the client.

Article 5 Amendment of the agreement

1. If, during the execution of the agreement, it appears that it is necessary for a proper execution of the agreement to change or supplement it, the parties will proceed to change the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the client, the competent authorities et cetera, is changed and the agreement is thereby qualitatively altered, then this may have consequences for what was originally agreed. This also allows the originally agreed price to be increased or decreased. As far as possible, the Contractor will quote the price in advance. The originally stated term of execution may also be changed by an amendment of the agreement. The client accepts the possibility of amending the agreement, including the change in price and term of execution.
2. The Contractor may, among other things, pass on price increases if, between the time of the offer and the performance of the Agreement, significant price changes have occurred with regard to, for example, exchange rates, wages, raw materials, semi-finished products or materials. The right to pass on price increases also applies if (statutory) regulations give cause to do so, unless otherwise stated or agreed in writing.

Article 6 Payment

1. Unless otherwise stated or agreed in writing, payment must be made within 14 days of the invoice date, in a manner to be indicated by the contractor and in the currency in which the invoice is made, insofar as the delivery is made on the basis of an invoice.
2. Objections to the amount of the invoices do not suspend the payment obligation.
3. All payments must be made at the latest on the last day of the payment period (due date).
4. If, in the case of a commercial agreement, the principal remains in default of payment, the principal shall be in default by operation of law. In that case, the Client shall owe an interest of 8% per month, whereby parts of a month shall be regarded as a whole month, unless the statutory interest rate of Section 6:119a of the Dutch Civil Code is higher, in which case the statutory commercial interest rate shall apply. The interest on the amount due and payable shall be calculated from the moment that the client is in default until the moment of payment of the full amount.
5. The Contractor is entitled to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the accrued interest.
6. The customer is not entitled to set off the amount owed by him to the contractor. Objections to the amount of the invoice do not suspend the payment obligations.

Article 7 Collection costs

1. If the client is in default or in default in the (timely) fulfilment of his obligations, all reasonable costs incurred in obtaining payment out of court shall be borne by the client. The Contractor will use a percentage of 15% of the principal sum as compensation for the aforementioned extrajudicial costs. If the contractor has incurred higher collection costs than were reasonably necessary, the actual costs incurred shall be eligible for reimbursement. Any judicial and execution costs incurred shall also be recovered from the client. Statutory interest is charged on the collection costs owed.

Article 8 Dissolution and termination

1. Without prejudice to that which is otherwise laid down in the agreement between the contractor and the client, either party shall be entitled to dissolve the agreement in whole or in part out of court by means of a registered letter, if the other party allows a strict deadline to expire and if the other party, also after written notice of default, stating a reasonable deadline, remains in default of fulfilling its obligations. If compliance with the relevant obligations other

- than by force majeure is permanently impossible within the agreed period, the defaulting party shall be immediately in default and the setting of the said period shall not be required.
2. The time limit referred to in the previous paragraph shall not be required if the original time limit for its expiry has been extended and the performance referred to in the previous paragraph has not been carried out after the expiry of the extended time limit.
 3. The Contractor is entitled, without any reminder or notice of default being required, to dissolve the agreement extrajudicially with immediate effect by registered letter, if the Client applies for a (provisional) suspension of payments or a (provisional) suspension of payments is granted, the Client becomes subject to the Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke personen), the principal files for bankruptcy or is declared bankrupt, the principal's business is liquidated, the principal ceases its business, a substantial part of the principal's assets are attached, or the principal must otherwise no longer be deemed capable of fulfilling the obligations under the agreement.
 4. In the event of a dissolution, the contractor and the client shall settle their accounts on the basis of the work performed by the contractor in connection with the execution of the present order and costs reasonably incurred and of the obligations reasonably assumed for the future execution of the order. The contractor is not obliged to compensate the client in any other way for the consequences of the dissolution of the agreement.
 5. The failure of one of the parties to require performance of any provision within the period specified in the agreement shall not affect the right to demand performance, unless the party concerned has expressly agreed to the non-performance in writing.

Article 9 Retention of title

1. Insofar as the contractor delivers goods to the client, the delivered goods shall remain the property of the contractor until the client has fulfilled all obligations under all agreements concluded with the contractor (including the consideration(s) with regard to the delivered or to be delivered good(s) themselves, such as payment, etc.).
2. The client is obliged to store the goods delivered subject to retention of title with the necessary care, subject to compliance with all statutory regulations, and is not authorised to use the goods other than by usual processing for their intended purpose.
3. If third parties seize the goods delivered subject to retention of title or wish to establish or assert rights to them, the client shall be obliged to inform the contractor thereof as soon as may reasonably be expected.
4. Should the contractor wish to exercise the property rights referred to in this article, the client hereby unconditionally and irrevocably gives the contractor or third parties to be appointed by the contractor unconditionally and irrevocably permission to enter all those places where the contractor's property is located and to take those goods back with them.

Article 10 Complaints

1. If and insofar as the contractor delivers goods to the principal, the principal shall examine the purchased goods (or have them examined) upon delivery or as soon as possible thereafter. In doing so, the client must check whether the goods delivered comply with the agreement:
 - Or the right things they delivered;
 - Whether the delivered goods correspond with what has been agreed in terms of quantity;
 - Whether the delivered goods meet the agreed quality requirements or, if they are the requirements that may be imposed for normal use and/or purposes.
2. Complaints about the quality of the delivered goods and all other complaints regarding the delivered goods must be notified to the contractor within 8 days. In the absence of a timely complaint, the delivered goods shall be deemed to have been accepted.

Article 11 Liability

1. The contractor shall not be liable -with the exception of intent or gross negligence on the part of the contractor or his managerial subordinate- for any damage suffered by the employer as a result of (attributable) failure to perform the contractor's obligations or as a result of wrongful acts on the part of the latter.
2. The contractor accepts no liability for and is indemnified by the client against claims from third parties in connection with the performance of the agreement by the contractor, except in so

- far as damage has been caused by intent or gross negligence on the part of the contractor or his executive subordinates. Contractor will be indemnified by client upon first request.
3. If the contractor is nevertheless liable for any damage, the liability of the contractor shall be limited to the amount paid out by his insurer in the case in question.
 4. If in the case referred to in paragraph 3 above the liability insurer does not pay out the damage or the damage is not covered by the insurance, the liability is limited to a maximum of € 10,000.00.
 5. The Contractor is entitled to set off any claims of third parties or the Client against outstanding claims. Insofar as the contractor's claim against the employer, as referred to in the previous sentence, is insufficient to compensate for the claims referred to in the first sentence of this paragraph, the employer shall be obliged to pay the contractor the remaining damage at the contractor's first request.
 6. User is only liable for direct damage.
 7. Direct damage is exclusively understood to be the reasonable cost of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the contractor's defective performance comply with the agreement. The Contractor is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
 8. The provisions of this article do not affect the statutory (product) liability of the contractor pursuant to mandatory provisions of law.

Article 12 Force majeure

1. In addition to what is understood in the law and case law in this respect, force majeure is understood to mean all external causes, whether anticipated or unforeseen, over which the parties have no influence, but as a result of which the parties are unable to fulfil their obligations. Strikes in the premises of the contractor, including lack of personnel and illness of personnel in the premises of the contractor. The Contractor is also entitled to invoke force majeure if the circumstance preventing (further) fulfilment of the Agreement occurs after the Contractor should have fulfilled its obligation.
2. If the parties are unable to fulfil their obligations under the agreement for a period of two months as a result of force majeure, the other party has the right to dissolve the agreement by registered letter with immediate extrajudicial effect, in whole or in part, without any right to compensation will arise as a result.
3. Either party may suspend its obligations under the agreement during the period of force majeure.
4. Insofar as the contractor has already partially fulfilled his obligations under the agreement, or will be able to fulfil them and the part fulfilled or still to be fulfilled has independent value, the contractor will be entitled to invoice this part separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 13 Intellectual and industrial property rights

The client must fully and unconditionally respect all intellectual and industrial property rights attached to the services and/or products supplied by the contractor.

Article 14 Applicable law

All agreements are exclusively governed by Dutch law. Any disputes shall be adjudicated in the first instance by the competent district court of Gelderland, in Arnhem, The Netherlands. However, the Contractor remains entitled to set the choice of court aside and to summon the Client to appear before the court which would be competent according to the law, an European regulation, or the applicable international treaty.

Article 15 Location and amendment

1. These terms and conditions have been filed at the office of the Chamber of Commerce in Arnhem. These conditions have also been made available on the website of the contractor.

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2. The most recently filed version, or the version that was in force at the time the agreement with the contractor was concluded, shall always apply.