

General Sales and Delivery Terms and Conditions Ekompany International B.V.

Article 1 General

1. These terms and conditions apply to all legal relationships between Ekompany International B.V., hereinafter referred to as: 'Ekompany' and an Other Party insofar as these terms and conditions have not been explicitly derogated from by parties in writing.
2. These terms and conditions also apply to agreements with Ekompany, where Ekompany engages third parties for their performance. If 'Ekompany' and the Purchaser have declared the terms and conditions of the 'Incoterms 2012' applicable, these General Terms and Conditions will have a supplementary effect insofar as not explicitly derogated from in the terms and conditions of the Incoterms 2012.
3. These General Terms and Conditions are likewise written for the employees of Ekompany and its management board.
4. The applicability of any purchase or other terms and conditions of the Other Party is explicitly rejected.
5. Should one or more provisions of these General Terms and Conditions be null and void or annulled at any time, partly or wholly, the Other Provisions of these General Terms and Conditions will remain in full force. In that case, Ekompany and the Other Party will hold talks in order to agree on new provisions to replace the void and/or annulled provisions, in which, insofar as possible, the intent and purport of the original provisions will be taken into account.
6. Ekompany is entitled but not required to waive strict compliance with these terms and conditions. In that case, Ekompany is still entitled to require strict compliance with the provisions of these terms and conditions in other cases.

Article 2 Quotes and offers

1. All quotes and offers from Ekompany are free of obligation unless a term for acceptance has been stated in the quote. A quote or offer lapses if the product which the quote or offer refers to is no longer available.
2. Even after acceptance by the Other Party, Ekompany cannot be held to its quotes or offers if the Other Party can reasonably understand that the quotes or offers, or a component of them, contain an obvious error or typo.
3. The prices listed in a quote or offer are exclusive of VAT and other government levies, any costs to be incurred as part of the agreement including travel and accommodation expenses, shipping and administration costs, unless otherwise indicated.
4. If the acceptance deviates from the offer contained in the quote or the offer, whether or not on subordinate matters, then Ekompany is not bound by it. Hence the agreement is not concluded in accordance with this deviating acceptance unless Ekompany indicates otherwise.
5. A composed price statement does not oblige Ekompany to carry out part of the order at a corresponding part of the indicated price. Offers or quotes do not automatically apply for future orders.

Article 3 Contract term; delivery periods, performance and changes to agreement

1. The effect of these conditions of Ekompany applies for an indefinite time period unless otherwise ensues from the nature of the agreement or if parties agree otherwise explicitly and in writing.
2. If a period has been agreed on for the completion of certain work or the delivery of certain items then this will never be a deadline. If a period is exceeded, the Other Party must notify Ekompany in writing of default. Ekompany must be given a period of at least four weeks to perform the agreement after all.
3. If Ekompany requires data from the Other Party for the performance of the agreement, the performance period will not commence any earlier than when the Other Party has provided this data completely and accurately to Ekompany.
4. Delivery takes place ex works Ekompany. The Other Party is required to accept the items at the time that they are made available to it. If the Other Party refuses acceptance or is negligent in the provision of information or instructions that are necessary for the delivery, Ekompany is entitled to store the items at the Other Party's expense and risk.
5. Ekompany is entitled to have the work assigned to it carried out by third parties.
6. Ekompany is entitled to carry out the agreement in various stages and to invoice each part separately.
7. If the agreement is carried out in stages, Ekompany can suspend the performance of components belonging to a following stage until the Other Party has approved the results of the previous stage in writing.
8. If during the performance of the agreement it becomes apparent that it is necessary to modify or supplement it for proper performance, then parties will discuss this in good time and modify the agreement. If the nature, scope or content of the agreement is modified, whether or not at the request or indication of the Other Party, of the authorised bodies, etc, and this means that qualitative and/or quantitative aspects of the agreement have been amended, then this may affect what was originally agreed. This can mean that the originally agreed price is increased or decreased or that the agreed performance is otherwise reduced or increased. Ekompany will provide a price estimate insofar as possible in advance. In the event of a modification to the agreement this may also mean that the originally indicated period for performance will change. The Other Party accepts the possibility of modifications to the agreement, including a change in price and period for performance.
9. If the agreement is modified, which will include any supplement to it, Ekompany is entitled to first perform first after agreement has been given by the authorised person within Ekompany and the Other Party has agreed to the price for the performance and other conditions, including the time to be determined when performance will be carried out. Whether the amended agreement is carried out immediately or not, does not result in an imputable failing for Ekompany and also constitutes no grounds for the Other Party to terminate the agreement. Without being in default, Ekompany

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- can refuse a request to amend the agreement if this would have a qualitative and/or quantitative effect, for example on the work to be carried out or items to be delivered in that respect.
10. If the Other Party fails to comply with its obligations vis-à-vis Ekompany then the Other Party is liable for all damage, including costs, on Ekompany's side that arise directly or indirectly.
 11. If Ekompany has agreed on a fixed price with the Other Party then Ekompany is nonetheless entitled at all times to increase its price without the Other Party being entitled in that case to terminate the agreement for that reason, if the increase of the price ensues from an authority or obligation pursuant to the law or legislation or is caused by an increase in the price of raw materials, wages, etc, or other grounds which were not reasonably foreseeable when the agreement was entered into.
 12. If the price increase is more than 10% other than as a result of a modification to the agreement and occurs within three months of entering into the agreement then only the Other Party who can invoke Title 5 Section 3 of Book 6 of the Dutch Civil Code is entitled to terminate the agreement by written statement, unless Ekompany is still prepared to perform the agreement based on what was originally agreed, or if the price increase ensues from an authority or an obligation Ekompany has pursuant to the law or it has been stipulated that delivery will take place more than three months after the purchase.
4. If Ekompany proceeds to suspension or cancellation, it is in no way required to reimburse damage and costs in any way.
 5. If the cancellation is attributable to the Other Party, Ekompany is entitled to reimbursement of the damage, including the costs, caused directly and indirectly.
 6. If the Other Party does not comply with its obligations ensuing from the agreement and this non-compliance justifies cancellation then Ekompany is entitled to cancel the agreement immediately and with immediate effect without any obligation on its side to pay any damages or compensation, whereas the Other Party is required to pay compensation or damages pursuant to breach.
 7. If Ekompany prematurely terminates the agreement, in discussion with the Other Party Ekompany will arrange for the work still to be carried out to be transferred to third parties unless the termination can be attributed to the Other Party. If the transfer of the work incurs extra costs for Ekompany, these will be charged to the Other Party. The Other Party is required to pay these costs within the period determined unless Ekompany indicates otherwise.
 8. In the event of liquidation, moratorium of payments or bankruptcy or applications for them, attachment - if and insofar as the attachment is not lifted within three months - against the Other Party, debt rescheduling or any other circumstance meaning that the Other Party can no longer freely dispose of its assets, Ekompany is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement without having any obligation to pay any compensation or damages. In that case Ekompany's claims against the Other Party are due on demand.

Article 4 Suspension, cancellation and premature termination of the agreement

1. Ekompany is authorised to suspend compliance with the obligations of or to terminate the agreement if:
 - a. the Other Party does not comply with its obligations from the agreement or not in full or not in a timely fashion;
 - b. after entering into the agreement Ekompany becomes aware of circumstances that give it good reason to believe that the Other Party will not comply with its obligations;
 - c. when entering into the agreement, the Other Party was required to furnish security for the compliance with its obligations from the agreement and this security is not furnished or is inadequate;
 - d. if due to the delay on the side of the Other Party it can no longer be expected of Ekompany that it complies with the agreement under the originally agreed conditions, Ekompany is entitled to terminate the agreement.
2. Furthermore, Ekompany is authorised to terminate the agreement if circumstances occur that are of such a nature that compliance with the agreement is impossible or if otherwise circumstances occur of such a nature that Ekompany cannot be reasonably expected to uphold the agreement as it is.
3. If the agreement is terminated, Ekompany's claims against the Other Party are due immediately. If Ekompany suspends compliance with its obligations, it reserves its rights pursuant to the law and the agreement.

9. The Other Party cannot cancel orders granted or assignments given unless Ekompany's management board has declared explicitly and in writing that it agrees to cancellation of the order and/or the assignment. If the Other Party has partly or fully cancelled a placed order or assignment granted then the items ordered or prepared plus any transport and delivery costs for them, the labour time reserved for performance of the agreement and the costs already incurred by third parties needed to perform the agreement will be charged in full to the Other Party.

Article 5 Force majeure

1. Ekompany is not required to comply with any obligation vis-à-vis the Other Party if it is prevented from doing so as a result of a circumstance that cannot be attributed to it pursuant to its own actions, nor pursuant to the law, a legal act or generally prevailing opinion.
2. Force majeure in these General Terms and Conditions will mean as well as what is stipulated in the law and case law, all external causes, foreseen or unforeseen, that are out of Ekompany's control, yet cause Ekompany to be unable to comply with its obligations. This includes the situation where Ekompany cannot exercise any control in the event that there is a war, acts of war, natural disasters or work strikes at Ekompany's company or third parties whom

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Ekompany was intending to use in the performance of the agreement. Ekompany is also entitled to invoke force majeure if the circumstances preventing further observance occur after Ekompany should have complied with its obligations.

3. During the period that the force majeure continues, Ekompany may also suspend the obligations from the agreement. If this period lasts longer than two months then either party is entitled to terminate the agreement without being required to pay damages to the other party.
4. Insofar as Ekompany has partly complied or will still be able to comply with obligations from the agreement when the force majeure situation commences and the performed part or part to be performed has independent value, Ekompany is entitled to charge the parts already performed or to be performed separately. The Other Party is required to pay this invoice as if there were a case of a separate agreement.

Article 6 Payment and collection costs

1. Payment must be remitted within 14 days of invoice date in the manner to be indicated by Ekompany and in the currency that is invoiced, unless otherwise indicated in writing by Ekompany. Ekompany is entitled to send regular invoices.
2. If the Other Party fails to pay an invoice on time then the Other Party is in default by operation of law. In that case the Other Party owes interest of 1.5% per month unless the statutory commercial interest is higher in which case the statutory commercial interest is owed. The interest on the amount due will be calculated from the time that the Other Party is in default until the time of full payment of the amount owed.
3. Ekompany is entitled to use the payments made by the Other Party in the first place to reduce costs, then to reduce any outstanding interest and finally to reduce the principal sum and the current interest.
4. Ekompany may refuse an offer to pay without being in default if the Other Party indicates a different order for the allocation of the payment. Ekompany can refuse full repayment of the principal sum if this means that the outstanding and current interest and collection costs are not paid as well.
5. The Other Party will never be entitled to set off the amount owed by it to Ekompany.
6. Objections to the amount of an invoice do not affect the payment obligation. An Other Party that cannot invoke Section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
7. If the Other Party is in default or fails to observe its obligations in due time then all reasonable costs to obtain compliance extra judicially are payable by the Other Party. The extrajudicial costs will be calculated based on the computation method according to the Voorwerk II Report applicable as of 30 June 2012. If Ekompany has incurred higher costs for collection, the costs actually incurred will be reimbursed up to a maximum of 15% of the claim. Any judicial and enforcement costs incurred will likewise be recovered

from the Other Party. The Other Party also owes interest over the owed collection costs.

Article 7 Retention of title

1. All items delivered by Ekompany as part of the agreement are and remain property of Ekompany until the Other Party has fully complied with all obligations from the agreement(s) entered into with Ekompany.
2. Items delivered by Ekompany, which fall under the retention of title pursuant to paragraph 1, may not be sold on and may also never be used as method of payment. The Other Party is not authorised to pledge the items subject to retention of title or to encumber them in any other way.
3. The Other Party must always do everything that can reasonably be expected of it to secure Ekompany's ownership rights.
4. If third parties levy attachment on the items under retention of title or wish to create or enforce rights on them then the Other Party is required to notify Ekompany and the third party thereof immediately.
5. The Other Party undertakes to insure the items delivered subject to retention of title and to keep them insured against fire, explosion damage, water damage and theft, and to provide the policy of this insurance for inspection when requested by Ekompany. In the event of any payment by the insurance, Ekompany is entitled to this payment. Insofar as necessary, by accepting these General Terms and Conditions the Other Party undertakes vis-à-vis Ekompany in advance to afford its cooperation for anything that might be necessary or advisable in that respect.
6. In the event that Ekompany wishes to exercise the ownership rights referred to in this article, the Other Party will give unconditional and irrevocable consent to Ekompany and third parties designated by Ekompany in advance to access all areas where the property of Ekompany is kept and to repossess these items.

Article 8 Guarantees, inspection and complaints, limitation period

1. The items to be delivered by Ekompany comply with the specifications as stated on the Product Specification. Ekompany publishes the Product Specification on its website and packaging. Ekompany only guarantees that these items comply with the specifications referred to in the Product Specification. Ekompany does not guarantee that the Other Party can use the items for the purpose that the Other Party has in mind when entering into the agreement, except for insofar as Ekompany, before entering into the agreement, has confirmed to the Other Party explicitly and in writing that the items can be used for a purpose referred to by the Other Party. The guarantee referred to in this article applies to items intended for use in the Netherlands. For use outside of the Netherlands the Other Party must verify whether the use thereof is suitable for use there and complies with the conditions made of it. In that case Ekompany can set other guarantee conditions and other conditions in respect of the items to be delivered or work to be carried out.

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2. The guarantee referred to in paragraph 1 of this article applies for a period of one year after delivery to the Other Party. If the Other Party requests that Ekompany delivers the items to a third party then the guarantee term commences on the day that Ekompany delivers the items to the third party. If the guarantee provided by Ekompany concerns an item produced by a third party then the guarantee is limited to the guarantee given by the manufacturer of the item unless otherwise stated. One (1) year after delivery of the item, any claim of the Other Party to repairs, replacement or damages will lapse.
3. Any form of guarantee lapses if a defect arises as the result of or ensues from improper or unskilled use thereof or use after the use by date, incorrect storage or maintenance by the Other Party and/or by third parties if, without Ekompany's written consent, the Other Party or third parties have altered the item or attempted to alter it, affixed other items to it that should not have been affixed to it or if it was used or processed in another way than pursuant to good agricultural and general use. The Other Party likewise has no claim to guarantee if the defect was caused by or is the result of circumstances that are beyond Ekompany's control, including weather conditions (such as, for example, but not limited to, torrential rain or extreme temperatures), etc.
4. The Other Party is required to inspect the delivered items immediately when they are made available to it or when the work is performed. In addition the Other Party must check whether the quality and/or quantity of the delivered goods correspond to what was agreed and comply with the requirements made thereof by the parties. Any visible defects must be reported to Ekompany within seven days of delivery in writing. Any hidden defects must be reported to Ekompany in writing immediately but in any case no later than fourteen days after discovery thereof and no more than six months after delivery. The report will contain a detailed as possible description of the defect so that Ekompany is able to respond properly. The Other Party must enable Ekompany to investigate a complaint.
5. If the Other Party lodges its complaint on time, this does not suspend its payment obligation. In that case the Other Party is still required to accept and pay for any other items ordered.
6. If a defect is reported later than described in paragraph 4, the Other Party has no rights at all.
7. If it is established that an item is defective and the complaint was made on time then after the defective item has been returned within a reasonable time period of return receipt of it, or if it is not possible to return it then after written notification of the defect by the Other Party, Ekompany, at Ekompany's discretion, will replace the item or arrange for its repair or reimburse the Other Party for it. In the event of replacement the Other Party is required to return the replaced item to Ekompany and to provide Ekompany with the title to it unless Ekompany indicates otherwise.
8. If it is established that a complaint is not founded then the costs incurred, including the examination costs on Ekompany's side, will be payable in full by the Other Party.
9. When the guarantee period has elapsed any costs for repairs or replacement, including administrative, shipping and travel expenses, will be charged to the Other Party.
10. Contrary to the applicable statutory periods, the due date for all guarantee claims, claims and defenses of the Other Party vis-à-vis Ekompany and third parties engaged in performance of the agreement by Ekompany is six months after written notification of a defect.

Article 9 Liability

1. If Ekompany is liable, this liability is limited to the provisions of this provision.
2. Ekompany is not liable for damage of any kind, caused because Ekompany assumed incorrect and/or incomplete data provided by or on behalf of the Other Party.
3. If Ekompany is liable for any damage then Ekompany's liability is limited to a maximum of twice the invoice value of the order or that part of the order the liability refers to.
4. In any case Ekompany's liability is always limited to the amount paid out by its insurer if applicable.
5. Ekompany is exclusively liable for direct damage.
6. Direct damage will exclusively mean the reasonable costs to establish the cause and scope of the damage, insofar as the establishment refers to damage in the meaning of these terms and conditions, any reasonable costs incurred so that Ekompany's defective performance corresponds to the agreement insofar as this can be attributed to Ekompany and reasonable costs incurred to prevent or limit damage insofar as the Other Party can demonstrate that these costs resulted in limitation of the direct damage as meant in these General Terms and Conditions.
7. Ekompany is never liable for indirect damage, including consequential damage, lost profits, lost savings and damage caused by business interruption.
8. The liability limitations set forth in this article do not apply if the damage was caused by intent or gross negligence of Ekompany or its executive subordinates.

Article 10 Risk transfer

1. The risk of loss, damage or value reduction passes to the Other Party at the time when the items come into the Other Party's control.

Article 11 Indemnification

1. The Other Party indemnifies Ekompany for any claims of third parties who suffer damage in relation to performance of the agreement and where the cause is attributable to others than Ekompany.
2. If third parties sue Ekompany for this reason then the Other Party is required to assist Ekompany both at law and otherwise and to immediately do anything that is expected of it in that case. Should the Other Party fail to take adequate measures then Ekompany, without notice of default, is entitled to take them itself. All costs and damage on the side of Ekompany and third

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parties caused by this will be for the Other Party's full expense and risk.

Article 12 Intellectual property

1. Ekompany reserves the rights and powers accruing to it pursuant to the Copyright Act and other intellectual property law and legislation. Ekompany is entitled to use the knowledge acquired on its side by performing an agreement for other purposes, insofar as no strictly confidential information of the Other Party is disclosed to third parties.

Article 13 Applicable law and disputes

1. Exclusively Dutch law will govern all legal relationships where Ekompany is a party even if an agreement is partly or fully carried out abroad or if the parties involved in the legal relationship are registered there. The applicability of the Vienna Sales Convention is excluded.
2. The court in the district where Ekompany has its registered office is exclusively authorised to hear disputes unless the law mandatorily prescribes otherwise. Despite this, Ekompany will be entitled to present the dispute to the court having jurisdiction according to the law.
3. Parties will first appeal to the courts after they have done their utmost to resolve a dispute in mutual consultation.

Article 14 Location and change to conditions

1. These conditions are filed at the Chamber of Commerce in the Netherlands, Chamber of Commerce number 65171144.
2. The last version filed or the version applicable when the legal relationship was concluded with Ekompany applies.
3. The Dutch text of the General Terms and Conditions is always decisive for the interpretation.
4. The General Sales and Delivery Terms and Conditions of Ekompany International B.V. can be downloaded at www.ekompany.eu/en/trade-conditions.

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