

General terms and conditions

General terms and conditions of the private company Oxydent B.V. Pakketboot 1, 3991 CH HOUTEN, hereafter called: User

Article 1 Definitions

1. Unless expressly stated otherwise, in these general terms and conditions the following terms shall be understood to have the following meanings:

- User: Oxydent B.V.;
- Buyer: User's opposite party, acting in the capacity of performing a profession or running a business;
- Agreement: the agreement between User and Buyer.

Article 2 General

1. The provisions in these general terms and conditions apply to each offer and each agreement between User and a buyer in respect of which User has declared these terms and conditions to be applicable and insofar as parties have not explicitly deviated from these terms and conditions in writing.

2. These terms and conditions also apply to all agreements with User, in respect of which third parties need to be engaged for the performance thereof.

3. If one or more of the provisions in these general terms and conditions is invalid or becomes invalid, the remaining provisions in these terms and conditions will continue to apply in full. User and Buyer will then consult to agree upon new provisions to replace the invalid provisions, the scope and purpose of which shall if and wherever possible take due observance of the original provisions.

Article 3 Offers and quotations

1. All offers made by User are without engagement.

2. The quotations made by User are without engagement; they shall be valid for a period of thirty days, unless otherwise stated.

User shall only be bound by a quotation if acceptance has been confirmed by the Buyer in writing within thirty days.

3. Prices stated in offers and quotations are exclusive of VAT, EXW (Ex works conform Incoterms 2010) and other government levies as well as shipping and packaging and transport fees, if any, unless expressly stated otherwise.

4. If acceptance deviates (on minor points) from the offer in the quotation, User shall not be bound by this. In this case the agreement shall not be concluded in relation to this deviating acceptance, unless User indicates otherwise.

5. A composite price quotation does not require User to supply part of the goods stated in the offer or quotation at a proportionate part of the stated price.

6. Offers or quotations shall not automatically apply to follow-up orders.

Article 4 Executing the agreement

1. User shall execute the agreement according to his best understanding and ability and in accordance with the professional requirements. The above in line with the current state of science.

2. If and insofar as such is required for proper execution of the agreement, User is entitled to engage third parties to perform part of the work.

3. Buyer shall ensure that all data considered necessary by User for the execution of the agreement or that Buyer ought reasonably to know is necessary for the execution of the agreement is provided to User in a timely fashion. If the data necessary for the execution of the agreement is not provided to User in a timely fashion, User is entitled to suspend his execution of the agreement and/or to charge the additional costs arising from the delay to Buyer at the usual rate.

4. User is not liable for damage, of whatsoever nature, caused because User based his work on incorrect and/or incomplete data provided by Buyer, unless User ought to have been aware that the data was incorrect and/or incomplete.

5. If it has been agreed that the agreement will be performed in stages, User can suspend the performance of the work belonging to the next stage until Buyer has approved the results of the preceding stage in writing.

6. Buyer indemnifies User against any claims from third parties that incur damage in connection with the performance of the agreement that is attributable to Buyer.

Article 5 Delivery

1. Delivery shall be made on an ex works basis from User, after User has received payment for the delivery.

2. Buyer is required to take delivery on the date and time this is made available by User in accordance with the agreement. Cancellation of goods manufactured (customised) by User on the instruction of Buyer is not possible.

3. If User needs data from Buyer within the scope of executing the agreement, the delivery time will only be effective after User has received this data from Buyer.

4. If User has stated a delivery time, this is indicative. A stated delivery time is never a deadline and if it is exceeded such shall never give Buyer the right to dissolve the agreement or to claim damages.

5. User is entitled to deliver in instalments, unless this is deviated from in an agreement or if the part delivery has no independent value. User is entitled to invoice part deliveries separately.

Article 6 Samples and models

1. If a sample or model has been provided to Buyer, this shall be assumed to have been provided simply as an indication and the goods do not have to comply with this, unless it has been expressly agreed that they should comply.

Article 7 Investigation, complaints

1. Buyer can no longer invoke a defective performance or a defective good if he has not reported the defect in writing to User within fourteen days after the defect was observed or reasonably ought to have been observed.

2. If a complaint is submitted promptly in accordance with the above paragraph, Buyer continues to be obliged to take delivery of and to pay for the goods purchased. If Buyer wishes to return the defective goods he may only do so with the prior approval of User and in the way indicated by User.

Article 8 Fees, prices and costs

1. If User has agreed a fixed price with Buyer, User is nevertheless entitled to increase the price.

2. User can pass on price increases, *inter alia*, if between the date of offer and the date of the execution of the agreement significant price changes have occurred in relation to e.g. exchange rates, wages, raw materials, semi-manufactured goods and packaging materials.

3. The prices charged by User are exclusive of VAT and any other levies as well as any other costs incurred within the scope of executing the agreement including shipping and administrative costs and payment transaction costs, unless stated otherwise.

Article 9 Amending the agreement

1. If during the execution of the agreement it emerges that in order to be able to execute the agreement properly the work to be performed needs to be changed and/or increased, parties shall amend the agreement accordingly in mutual consultation and in a timely fashion.

2. If parties agree to amend and/or supplement the agreement, the date on which the agreement is completed might be affected. User shall inform Buyer of such as soon as possible.

3. If the amendments and or supplements to the agreement have financial and/or qualitative consequences, User shall notify Buyer of this beforehand.

4. If a fixed rate has been agreed, User shall state thereby the extent to which the amendment or supplement to the agreement will result in this fixed rate being exceeded.

These General Terms and Conditions were drawn up by Pur Sang Advocaten in Heemstede

Article 10 Payment

1.Payment must be made within 14 days after placing the order and prior to delivery.

2.If delayed payment has been agreed, payment must be made within 30 days after the invoice date in a manner to be indicated by User and in the currency stated on the invoice. Objections against the amount of the invoice do not mean that payment can be suspended.

3.If Buyer fails to pay within the stated term, then Buyer shall automatically be in default. At that time interest is payable by Buyer of 1.5% a month unless the statutory commercial interest rate is higher in which case the statutory commercial interest is payable by Buyer.

4.In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of Buyer, User's claims towards Buyer shall become immediately due and payable.

5.User has the right to allocate payments made by Buyer to first reduce costs, then to reduce interest due and finally to reduce the principal amount and current interest.

Article 11 Reservation of ownership title

1.All goods delivered by User, including any designs, sketches, drawings, films and software remain the property of User until such time that Buyer has fulfilled all his obligations under all agreements concluded with User, or in any case as long as work performed or that will be performed under such agreements or other amounts in connection with failure to comply with any agreement such as damages or costs have not been paid.

2.Buyer is not authorised to pledge or otherwise encumber goods falling under the reservation of ownership title.

3.If a third party attachment order is imposed on the goods delivered under reservation of ownership title or a third party seeks to establish or enforce rights in relation to the goods, Buyer is required to notify User of such as soon as is reasonably possible.

4.Buyer undertakes to insure the goods delivered under reservation of ownership title and to continue to insure

these goods against fire, blast and water damage as well as against theft and shall produce the insurance policy for inspection at first request.

5.If User wishes to exercise his ownership rights set out in this article, Buyer hereby unconditionally and irrevocably grants permission to User and any third party designated by User to access areas where the goods are located and to take repossession of these goods.

Article 12 Warranty

1.User warrants for a period of 12 months following delivery that the goods to be delivered meet the usual requirements and standards that can be imposed on them and that these are not defective.

2.The warranty given in paragraph 1 shall only apply if Buyer is able to produce the original purchase receipt.

3.If the goods to be delivered do not comply with these warranties within a reasonable time following receipt of these goods or, if return is not reasonably possible, after receiving written notice of the defect from the Buyer, User will, at his discretion, replace or repair the goods. If the goods are replaced, Buyer hereby undertakes to return the replaced goods to User and to transfer ownership of these goods to User.

4.If the agreed performance comprises the provision of services, then for the period stipulated in paragraph 1 User guarantees the soundness of the delivered construction and the materials used, insofar as he was at liberty to choose these materials. If the delivered construction or materials used are unsound, User shall rectify this or replace the construction or materials.

5.The transport and shipping fees incurred in the event of goods that have been or are to be delivered being replaced, repaired or returned are always payable by Buyer, as are the travel and accommodation expenses in the case of assembly or dismantling.

6.The warranty stated in this article shall not apply if the defect occurs as a result of unauthorised or improper use (including use other than that stated in the product

specifications), usual wear and tear, failure to service the goods or to service the goods correctly, or if, without the consent of User, Buyer or third parties have adjusted or attempted to adjust the goods. Furthermore, said warranty shall not apply if Buyer has not had the goods installed by a recognised installer. No warranty is given for used goods that are delivered.

7.If the warranty given by User relates to goods manufactured by a third party, the warranty is limited to the warranty given by the third party in relation to the goods.

Article 13 Collection costs

1.If Buyer defaults on or fails to fulfil one or more of his obligations, then all reasonable costs incurred to effect payment shall be payable by Buyer. If Buyer continues in his failure to pay an amount of money, then, in addition to the interest due, he shall forfeit an immediately due and payable penalty of 15% on the amount outstanding, subject to a minimum amount of EUR 50.

2.If User has incurred higher costs, which were reasonably necessary, these shall also be eligible for compensation.

3.The judicial and execution costs reasonably incurred shall also be payable by Buyer.

4.Interest is payable by Buyer on the collection costs incurred.

Article 14 Suspension and dissolution

1.User is authorised to suspend compliance with his obligations or to dissolve the agreement if:

-Buyer fails to comply with his obligations under the agreement or fails to do so fully.

-After concluding the agreement, User becomes aware of circumstances that give good reason to believe that Buyer will not comply with his obligations. If there is good reason to believe that Buyer will not comply with all his obligations or will not do so properly, the suspension is only allowed insofar as the failure justifies such.

-On concluding the agreement, Buyer is requested to furnish security in relation to his compliance with his obligations under the agreement and this security is not furnished or is insufficient. As soon as security has been furnished, User is no longer authorised to suspend his compliance, unless as a result such compliance is unreasonably delayed.

-There is a situation of *force majeure* as referred to in Article 18 of these terms and conditions.

2.If the agreement is dissolved, User's claims towards Buyer shall become immediately due and payable. If User suspends his compliance with his obligations, he shall retain his legal claims and his claims under the agreement.

3.User shall always reserve the right to claim damages.

Article 15 Returning items

1.If in executing the agreement User has made items available to Buyer, Buyer shall return all such items in their original condition and with no defects to User within 14 days. If Buyer fails to fulfil this obligation, the resulting costs shall be payable by Buyer.

2.If, for whatsoever reason, Buyer continues in its failure to comply with the obligation contained in 1 above, User is entitled to recover the resulting losses and costs, including the costs of replacement, from Buyer.

Article 16 Liability

1.User is liable for damage incurred by Buyer due to a shortcoming in the agreement that is attributable to User.

2.User is not liable for damage incurred due to incorrect application, assembly or installation of the products delivered by User, insofar as the application, assembly or installation is not done by User or on the instruction of User.

3.The liability of User is limited to the amount User is able to claim in the case in question under the liability insurance.

4.If, for whatsoever reason, User is not entitled to the insurance referred to above in 3, each liability case shall be limited to the amount charged by User under this agreement (excluding VAT) and paid by Buyer.

5.User shall never be liable for indirect damage, including subsequential damage, lost profit, lost savings and damage due to business interruption.

6.The liability limitations contained in these terms and conditions shall not apply if the damage is the result of intent or gross culpability on the part of User or User's subordinates.

Article 17 Risk transfer

1.Delivery will be made on an ex works basis, in conformity with Incoterms 2010, thus the risk of loss of or damage to the goods that are the subject of the agreement shall transfer to Buyer upon the moment that these are entrusted to the shipper or postal service.

2.The risk of storage, loading, transport and unloading shall in all cases be borne by the customer. The customer can take out insurance in respect of this.

Article 18 Force majeure

1.User shall not be bound to comply with any obligation if he is prevented from doing so due to a circumstance that is not attributable to him, and for which he is not accountable either by law, a legal act or generally accepted standards.

2.In these general terms and conditions, in addition to that which it is understood to mean in law and jurisprudence, force majeure shall be understood to mean all external causes, foreseen or unforeseen, over which User has no influence, but as a result of which User is rendered unable to fulfil his obligations. This includes strike action amongst User's employees.

3.User is also entitled to invoke force majeure if the circumstances that prevent (further) compliance occur after User should have fulfilled his obligations.

4.Parties can suspend the obligations under the agreement for the duration of the force majeure. If this period exceeds two months, each party is entitled to dissolve the agreement without being required to pay damages to the opposite party.

5.Insofar as upon the moment the force majeure commences User has partially fulfilled his obligations under the agreement or will be able to fulfil these, and the obligations that have been fulfilled or that will be fulfilled have an independent value, User is entitled to invoice the obligations that have or that will be fulfilled separately. Buyer is required to pay this invoice as if it were a separate agreement.

Article 19 Indemnity

1.Buyer indemnifies User against third party claims in relation to intellectual property rights established on equipment or data supplied by Buyer, which are used in the execution of the agreement.

2.If Buyer supplies information carriers, electronic files or software etc. Buyer shall guarantee that these are not infected with viruses and that they have no defects.

Article 20 Intellectual Property and copyrights

1.Notwithstanding the other provisions in this agreement, User reserves the rights and authority due to User under the Dutch Copyright Act.

2.Buyer is not permitted to adjust the goods, unless otherwise can be deduced from the nature of the goods or it is agreed otherwise in writing.

3.Any designs, sketches, drawings, films, software and other equipment or (electronic) files produced by User within the scope of the agreement, shall remain the property of User, regardless of whether these have been given to Buyer or to third parties, unless agreed otherwise.

4.All items supplied by User, such as designs, sketches, drawings, films, software and other equipment or (electronic) files, etc. are intended exclusively for use by the Buyer and Buyer may not reproduce or publish these items or disclose these to third parties without the prior consent

of User, unless from the nature of the items supplied it can be deduced otherwise.

5.User reserves the right to use any knowledge gained through the performance of the work, if any, for other purposes insofar as such will not result in confidential information being disclosed to third parties.

Article 21 Confidentiality

1.Buyer is required to observe confidentiality in respect of all confidential information acquired within the scope of its agreement with User or from any other source. Information is confidential if a party states such or if such is apparent from the nature of the information.

2.If, on grounds of a statutory provision or court ruling, User is required to disclose confidential information to a third party designated by law or by the competent court, and with reference to this matter User is unable to invoke a statutory right or a right to immunity recognised or allowed by the competent court, then User shall not be bound to pay compensation or damages and the opposite party shall not be entitled to dissolve the agreement on grounds of any damage incurred as a result.

Article 22 Non-acquisition of personnel

1.For the duration of the agreement and for one year thereafter Buyer shall not in any way employ User's employees or employees of companies engaged by User who are or have been involved in the performance of the agreement or otherwise give them work either directly or indirectly, unless proper business consultations have first been held with User on this matter.

Article 23 Disputes

1.The court in the district in which User is registered has exclusive jurisdiction to hear disputes. Nonetheless, User is entitled to have the dispute heard by the court that is competent according to the law.

Article 24 Applicable law

1.All agreements between User and Buyer shall be governed by the law of the Netherlands. The applicability

of the Vienna Convention and any other international arrangement is expressly excluded.

Article 25 Amending, interpreting and filing the terms and conditions

1.These terms and conditions have been filed at the office of the Utrecht Chamber of Commerce.

2.When interpreting the substance and scope of these general terms and conditions the Dutch text shall always be decisive.

3.The applicable version shall always be the most recently filed version or the version that applied on the date the agreement was concluded.