

General terms and conditions of Cyclon B.V., Scheltseweg 4C 5374 EB  
Schaijk; Filed with the Chamber of Commerce; Trade Register no.  
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#### Article 1. Definitions

In these general terms and conditions,

- "seller" and "contractor" will mean: Cyclon B.V. in Schaijk;
- and "buyer" and "client" will mean: a counterparty in the form of a natural

person, whether or not acting in the exercise of a company or profession, or a legal entity.

#### Article 2. Applicability

These conditions apply to every offer and agreement between the client and the contractor to which these conditions have been declared applicable, in so far the parties have not expressly deviated from these conditions in writing. Any reference by the client to his own conditions is expressly rejected by the contractor.

#### Article 3. Quotations

1. All offers are without obligation. The seller will only be bound once the seller has accepted or confirmed a contract in writing.
2. If no prior written acceptance of an order has taken place, for example in case of a sale from stock, the purchase agreement will be concluded once the seller fully or partially fulfils a delivery request of the buyer, or when the seller sends an invoice to the buyer who has requested a delivery.
3. Unless explicitly stated otherwise, all prices do not include VAT.

#### Article 4. Implementation of the agreement

1. The contractor will implement the agreement to the best of his abilities and in accordance with the requirements of good workmanship.
2. In so far the proper implementation of the agreement requires, the contractor has the right to outsource certain work to third parties.

#### Article 5. Delivery period

An agreed delivery period is not a deadline and has been indicated as accurately as possible. Exceeding the delivery period does not give the contractor the right to claim compensation, suspension or dissolution of the agreement. Rejecting or returning all or part of the purchased goods requires the express written permission of the seller. All associated costs will be for the account of the client.

#### Article 6. Warranty

1. The contractor guarantees the good condition of the delivered goods, with the proviso that no greater or smaller guarantee is given concerning the delivered materials, if these have been purchased from third parties, than granted to the seller by the supplier/manufacturer.
2. The seller is entitled to repairs in case of a design, material or manufacturing error. The seller can choose to replace the object if there are objections to carrying out the repair. The seller will only be entitled to a replacement if repairs are no longer possible.
3. The warranty obligations will expire immediately: if the damage is the result of incorrect use or if the seller has carried out (or hired another party to carry out) repairs without the prior written permission of the seller; if the buyer fails to fulfil his payment obligations.
4. Unless otherwise agreed in writing, no warranty is given for goods that were (predominantly) not new at the time of delivery.

5. Not covered by the warranty are:

- minor deviations in quality, colour, shape, durability, adhesion, wear resistance of the print and suchlike that are common in the industry and cannot be technically prevented and do not affect the soundness;
- damage resulting from work to the delivered objects not carried out by or on behalf of the contractor;
- damage resulting from temporary or permanent harmful changes in the environment.

#### Article 7. Intellectual property rights

1. The contractor reserves the rights and powers to which he is entitled under the Dutch Copyright Act. All rights concerning designs, sketches, images, drawings, models, software and quotations remain the property of the contractor, regardless of whether costs have been charged to the client in this context.

#### Article 8. Dissolution of the agreement

1. The claims of the contractor on the client will become immediately due and payable in the following cases: If the contractor has requested security for the fulfilment of the agreement at the time the agreement was concluded and this security is not provided (in a sufficient manner); If after the conclusion of the agreement the contractor learns of circumstances that give him reasonable grounds to fear that the client is unwilling or unable to fulfil his obligations.

2. In the cases set out above, the contractor has the right to suspend or dissolve the (further implementation of) the agreement, without prejudice to the right of the contractor to claim damages.
3. The contractor has the right to dissolve the agreement if persons and/or materials that are or must be used by the contractor to implement the agreement are the subject of circumstances that are such that the implementation of the agreement becomes impossible or so onerous and/or disproportionately expensive that implementation of the agreement can no longer reasonably be demanded.

#### Article 9. Right of retention

If the contractor is in the possession of goods or documents of the client, the contractor will have the right to keep these until the obligations arising from any agreements concluded with the contractor have been fulfilled:

- the payment(s) for any delivered goods or services;
- the payment(s) for the services that will be or have been provided by the contractor under the agreement;
- any claims due to the failure of the client to comply with an agreement.

#### Article 10. Reservation of ownership

1. The goods delivered by the contractor will remain his property until the client has met all obligations arising from the agreement.
2. The goods delivered by the contractor under the reservation of ownership set out in paragraph 1 may only be sold in the course of normal business activities. The client is not entitled to pledge these goods or encumber them with any other rights.
3. If the client fails to fulfil his obligations or if there are legitimate concerns that this will be the case, the contractor is entitled to retrieve the goods that are the subject of the retention of ownership referred to in Article 1 from the client or third parties that manage these goods on behalf of the client. The client is required to grant all possible cooperation on forfeiture of a fine of 10% of the owed amount per day.
4. If any third party attempts to establish or assert any right on the goods delivered under retention of ownership, the client is required to inform the contractor as soon as may reasonably be expected from him.

#### Article 11. Defects; complaint periods

1. Any complaints must be made in writing within eight days of the delivery of the goods. If the client has not studied the condition of the delivered goods within eight days, he will be deemed to have accepted the delivery or the performance of the work.
2. The contractor must be given an opportunity to investigate the submitted complaints.
3. The submission of a complaint will never release the client from his payment obligations as referred to in Article 13 (payment) or serve as grounds to suspend the payment obligation.

#### Article 12. Price increases

1. If the contractor agrees on a specific price with the counterparty, he will nevertheless be entitled to increase the price if: during the term of the agreement changes are made to the wages and/or other costs arising from a change in the relevant CLA, or as a result of legislation or government decisions or resolutions of a mandatory legal nature, or if changes are made to factors that determine the cost price, such as the price of used auxiliary materials, equipment, means of transport and suchlike.
2. The client has the right to dissolve the agreement if the price increases by more than 10%.

#### Article 13. Payment

1. Unless expressly agreed otherwise in writing, the payment of the agreed price will take place within 14 days of the invoice date.
2. Payment must be made: In Euro using legal tender at the offices of the contractor; by transfer of the due amount to the bank account number of the contractor listed on the invoice.
3. The client will be in default after expiry of a period of 14 days after the invoice date. The client will from the start of the default owe at least 1.5% interest on the due amount per month or part thereof.
4. In case of dissolution, insolvency, bankruptcy or suspension of payments of the client, his obligations will be immediately due and payable.
5. Payments made by the client will first be used to settle all owed interests and costs and then to settle the oldest invoices, even if the client states that the payment relates to a later invoice.
6. The contractor has the right to charge a reasonable advance and to demand security for compliance with the agreed payment conditions.
7. Payment must take place without any discount or set-off.
8. Any specifically ordered or manufactured goods must be paid within 14 days of the invoice date, regardless of whether these goods have been collected by the client.

#### Article 14. Collection costs

1. If the buyer fails to fulfil one or more of his obligations, all costs incurred to collect payment, both judicial and extrajudicial, including any interest and collection costs, will be borne by the buyer.
2. Any demonstrably higher costs that were reasonably necessary incurred by the seller will also be eligible for compensation.
3. The buyer will always owe all incurred judicial costs to the seller, in so far these are reasonable.

#### Article 15. Liability

1. The contractor will not be liable for damage of any nature whatsoever resulting from inaccurate and/or incomplete information provided by the client, unless the contractor should have been aware of such inaccuracies or incompleteness.
2. The contractor will be liable if damage is caused by the intent or gross negligence of the contractor or his executive subordinates.
3. The contractor will only be liable for damage for which he is insured or should reasonably have been insured based on common practices of the sector.
4. To the extent this liability is not covered by an insurance, the liability of the contractor will be limited to the invoice value of the purchased goods or performed work.
5. The seller will not be liable for errors and deviations in images, drawings and indications of sizes and weights, as well as all other specifications on price lists, advertising materials, offers or order confirmations, except in the case of gross intent.
6. The client will indemnify the contractor against all claims by third parties for compensation in respect of whatever cause.
7. The contractor will never be liable for damage to the company of the client, such as business interruptions, loss of income and the like due to whatever cause.

#### Article 16. Force majeure

1. Force majeure includes all circumstances that prevent the fulfilment of the obligations that cannot be attributed to the contractor, such as weather conditions, fire, strikes, interruptions in deliveries for whatever reason, illness of irreplaceable employees, sabotage, riots, mobilisation, war, the threat of war, occupancy, obstructions of transport by land, water or air, government measures and the like without the obligation to demonstrate the impact on the prevention or delay.
2. The contractor also has the right to invoke force majeure if the circumstances that prevent (further) fulfilment of the agreement occur after he should have fulfilled his obligations.
3. The obligations of contractor will be suspended during the period of force majeure. If the force majeure period lasts longer than two months, both parties have

the right to dissolve the agreement without any obligation to pay compensation.

4. If the contractor has already partially met his obligations at the moment the force majeure occurred, or will only be partially able to meet his obligations, he will be entitled to separately invoice the already performed or possible part and the client will be required to pay this invoice as if it were a separate agreement.

#### Article 17. Transport

The transport of the goods takes place entirely at the risk and account of the buyer. The buyer is responsible for arranging insurance, even in case of carriage paid delivery. Deviations from this clause are only possible if explicitly confirmed in writing by the seller.

#### Article 18. Special contracts

If a product is manufactured or ordered specifically, the buyer is required to collect the product within 14 days after being informed of its availability. After 14 days, the risks of these goods will be borne entirely by the client, without prejudice to the right of the contractor to charge storage costs and the payment obligations set out in Article 13.7.

#### Article 19. Applicable law

All agreements between seller and the buyer will be governed by the laws of the Netherlands.

#### Article 20. Competent court

1. In deviation of the statutory rules on the competence of the civil court, each dispute between the client and the contractor will be settled by the Court of 's-Hertogenbosch, provided that this court is competent.
2. For a period of one month after the contractor has invoked the provisions of Article 20.1 in writing, the client has the right to choose to have the dispute settled by the civil court which is competent based on law.