



GENERAL TERMS AND CONDITIONS

FlevoRubber Extrusion BV with registered office in Lelystad (Netherlands).

Article 1 Definitions

Unless expressly provided otherwise, the following terms shall have the following meanings:

User: Flevo Rubber Extrusion BV, being the user of the general terms and conditions;

Client/Buyer: the other party with which the user has an agreement;

Order/Agreement: the agreement concluded between the User and Client/Seller.

Article 2 General

- 2.1 Where in these General Terms and Conditions reference is made to the Client, such references are to be read as including reference to the Buyer.
- 2.2 These General Terms and Conditions apply to all offers, quotations and all contracts between the User and a client to which the user has stated that these conditions are applicable, insofar as the parties have not made any specific written agreements to the contrary.
- 2.3 These General Terms and Conditions are further applicable to all Agreements with the User that are executed with the assistance of third parties.
- 2.4 Stipulations varying from these General Terms and Conditions are valid only if expressly agreed in writing.
- 2.5 The applicability of any terms and conditions of the Client is hereby specifically rejected.
- 2.6 If any provision of these General Terms and Conditions is null and void or is voided, the other provisions of these General Terms and Conditions will remain fully in effect and the User and Client will consult with each other to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.

Article 3 Offers, Orders and Agreements

- 3.1 All offers, in whatever form, are made without engagement, unless a term for acceptance is mentioned in the offer.
- 3.2 Agreements to which the User is party will only be deemed to have been concluded:
 - (a) following the signing by both parties of an Agreement or completed form drawn up for that purpose, and from the day of the signing; or
 - (b) following receipt and approval of the written acceptance by the Client with respect to an offer made by the User;
 - (c) in the absence thereof, upon delivery by the Client of the goods to be supplied to the User.
- 3.3 In the event that a natural person concludes an Agreement on behalf or for the account of another natural person or legal entity, he/she will be deemed to declare – by signing the contract – that he/she is authorized to do so. This person, as well as the natural person or legal entity on whose behalf or for whose account he/she concludes the Agreement, will be jointly and severally liable for all obligations arising from the Agreement.
- 3.4 The User reserves the right to refuse an Order without giving reasons.
- 3.5 If the Client's acceptance differs from the offer included in the quotation, the User shall not be bound by that acceptance. In that case, the Agreement will not be concluded in accordance with that different acceptance, unless the User states otherwise.
- 3.6 The delivery times specified by the User are indicative only. Late delivery does not entitle the Client to terminate the Agreement or demand compensation, unless expressly otherwise agreed.
- 3.7 The prices stated in said offers will be in euros, excluding Dutch VAT and other government levies, dispatch and transport charges, and packaging costs and installation costs, unless explicitly stated otherwise.
- 3.8 In the event that the User is responsible for the shipment of the goods purchased, the User will always charge the Client separately for the transport and packaging costs.
- 3.9 In the event that delivery is effected C.O.D. (Cash on Delivery), the User will charge the Client C.O.D. charges.
- 3.10 A composite quotation will not oblige the User to perform part of the Order for a corresponding part of the stated price.
- 3.11 In the event that the User concludes Agreements with the Client more than once, the present General Terms and Conditions will apply to all subsequent Agreements, irrespective of whether they have been explicitly declared applicable.
- 3.12 Offers or quotations will not apply to future Orders.
- 3.13 In the event that the Client does not accept an offer from the User, the User will be entitled to charge the costs related to the offer to the Client insofar as these were specifically incurred in connection with the offer made to the Client.

Article 4 Models/Pictorial Representations

- 4.1 If a model or pictorial representation has been shown to the Client, this shall be assumed to have only been shown as an indication, the characteristics of the product to be delivered may deviate from the model or pictorial representation, unless it was expressly stated in writing that delivery would be in accordance with the model or pictorial representation shown.
- 4.2 Deviations in colour will under no circumstances justify the lodging of a complaint.

Article 5 Performance of the Agreement

- 5.1 The User shall perform the Agreement to the best of its knowledge and ability and in accordance with high standards and the known state of the art in the Netherlands.
- 5.2 The User will determine the manner in which the Agreement is performed, to the extent that no provisions to the contrary have been explicitly agreed upon in writing by the parties.
- 5.3 If and insofar as required for a satisfactory performance of the Agreement, the User will be entitled to engage third parties for certain work.
- 5.4 The Client shall ensure that the User is provided with all information and documents which the User indicates are necessary, or which the Client should reasonably understand are necessary, for the performance of the Agreement, in good time. If the information or goods necessary for the performance of the Agreement are not provided to the User in time, the User will be entitled to suspend performance of the Agreement and/or to charge the Client the additional costs arising from the delay.
- 5.5 The User will not be liable for damage, of whatever nature, resulting from the fact that the User has operated on the basis of incorrect and/or incomplete information provided by the Client, unless the User should have been aware of such incorrectness or incompleteness.

Article 6 Delivery

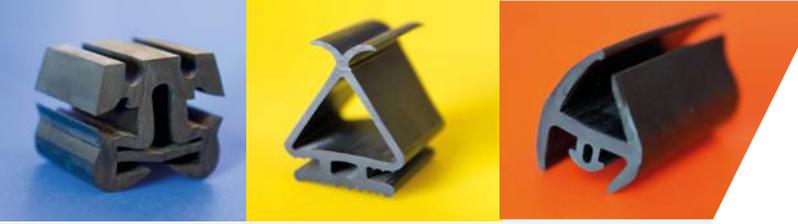
- 6.1 Delivery is ex works, unless otherwise agreed.
- 6.2 The Client must take delivery or possession of the products to be supplied immediately after they have become available. In the event that the goods are available to the Client or are offered to the Client for delivery but are not taken possession of, for whatever reason, delivery will be effected by means of a written notification from the User to the Client.
- 6.3 Should the Client refuse to accept delivery, or neglect to furnish any information or instructions necessary therefore, the User shall be entitled to store the goods at the Client's risk and expense.
- 6.4 If the goods are delivered, the User shall be entitled to charge the Client for the costs of delivery, if any.
- 6.5 In the event that the User requires information from the Client for the performance of the Agreement, the delivery time shall not commence until the Client has made this information available to the User.
- 6.6 If a period has been agreed for the supply of certain goods, that period will under no circumstances be a firm deadline. If a term for performance/delivery is exceeded, the Client must therefore give the User written notice of default.
- 6.7 The User may fulfil orders in instalments, though this shall not apply where otherwise agreed or where any product or products thus delivered would have no separately identifiable value. In the event of such a partial delivery, the User may invoice each delivered part separately.

Article 7 Inspections, Complaints

- 7.1 The Client will be obliged to inspect the goods purchased or work performed, or have others do so, at the time of delivery or no later than eight days following delivery. The Client must submit any complaints about the goods purchased or work performed to the User in writing no later than 14 days following their discovery. The notice of default must contain a description of the defect or shortcoming as detailed as possible, so that the User will be able to respond adequately.
- 7.2 The User will immediately process the complaint.
- 7.3 If the complaint is well-founded, the User shall as yet carry out the work as agreed or repair or replace the goods supplied, unless that is demonstrable no longer of any benefit to the Client. If the latter is indeed the case, the Client must inform the User thereof in writing. The User's liability will, however, always be limited in accordance with the provisions laid down in Article 19 "Liability".
- 7.4 Any goods returned will be accepted by the User only if they have been returned at no cost for the User. The Client will be sent credit notes only if the User has expressly agreed with the Client to do so.
- 7.5 The costs of disassembly and assembly and travel and accommodation expenses incurred by the User's personnel shall be at the other party's expense.
- 7.6 Complaints will not suspend the other party's payment obligations.

Article 8 Tests

The Client is entitled to test the goods purchased as to their characteristics and performance at the User's address, provided the parties have expressly so agreed. The User will inform the Client when the goods can be tested. If the Client does not avail itself of the opportunity to test the goods within the set term, its right to test the goods shall lapse. Once the Client has approved the goods, it can no longer invoke its right of complaint, unless the complaint is covered by the warranty.



Article 9 Risk Transfer

- 9.1 In the event that the Client refuses to take delivery of the goods, the User's claims vis-à-vis the Client will become immediately due and payable.
- 9.2 The risk of loss of or damage to the goods that are the subject of the Agreement will pass to the Client at the time of the actual transfer of ownership of the goods in question to the Client and have thus been brought under the Client's control or under the control of a third party designated by the Client, or at the time that the goods are ready for delivery, after the Client has been informed of that circumstance in writing.
- 9.3 If the User arranges the transport of the goods that are subject of the Agreement, this will be fully at the Client's expense and risk.

Article 10 Force Majeure

- 10.1 The parties will not be obliged to perform any obligation if they are prevented from doing so as a consequence of a circumstance for which they cannot be blamed, and which is not for their account pursuant to the law, a juridical act or generally accepted principles.
- 10.2 In these General Terms and Conditions, the term 'force majeure' will be taken to mean – in addition to its definition in legislation and case law – all external causes, foreseen or unforeseen, beyond the User's control which prevent the User from fulfilling its obligations. This will include strikes in the User's company.
- 10.3 In addition, the User will be entitled to invoke force majeure if the circumstance preventing performance, or further performance, arises after the User should have performed its obligations.
- 10.4 The parties may suspend the obligations ensuing from the Agreement during the period that the force majeure continues. In the event that this period lasts longer than two months, either party will be entitled to dissolve the Agreement without being obliged to pay the other party damages.
- 10.5 Insofar as the User has partly performed or will be able to partly perform its obligations arising from the Agreement at the time when the situation of force majeure occurs, and that part performed or to be performed is of independent value, the User will be entitled to invoice the part performed or to be performed separately.

Article 11 Suspension and Termination

- 11.1 The User will be entitled to suspend performance of its obligations or to terminate the Agreement in the event that:
 - The Client fails to perform its obligations ensuing from the Agreement or fails to perform such in full.
 - Circumstances that have come to the User's attention following the conclusion of the Agreement give it good reason to fear that the Client will not perform its obligations. In the event that there is good reason to fear that the Client will only perform its obligations in part or will not perform such properly, suspension will be permitted only to the extent justified by the relevant failure.
 - Upon the conclusion of the Agreement, the Client was requested to provide security for the performance of its obligations arising from same Agreement and such security has not been provided or is insufficient.
- 11.2 In addition, the User will be entitled to terminate the Agreement or have it terminated if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer be required according to criteria of fairness and reasonableness, or if any other circumstances arise of such a nature that continued unaltered maintenance of the Agreement can no longer reasonably be expected.
- 11.3 In the event that the Agreement is terminated, the User's claims vis-à-vis the Client will become immediately due and payable. In the event that the User suspends the performance of its obligations, it will retain its rights and claims pursuant to the law and the Agreement.
- 11.4 The User reserves the right to claim damages at all times.

Article 12 Cancellation

If, after the conclusion of an Agreement with the User, the Client wishes to cancel that Agreement, the Client will be charged a cancellation penalty equal to 10% of the agreed order price (including Dutch VAT), without prejudice to the User's right to full compensation, including loss of profits.

Article 13 Fees, Prices and Costs

- 13.1 The parties may agree a fixed price upon conclusion of the Agreement.
- 13.2 If no fixed price has been agreed, the price will be determined on the basis of hours actually worked, or parts of such hours. The price will be calculated in accordance with the User's usual hourly rates as apply during the period in which the work is performed, unless a different hourly rate has been agreed.
- 13.3 Unless stated otherwise, prices and any cost estimates will be excluding Dutch VAT.
- 13.4 In the event of orders with a lead time exceeding three months, the User may charge the Client for the costs due on a periodical basis.
- 13.5 If the User and the Client have agreed on a fixed price or hourly rate, the User will nevertheless be entitled to increase that price or rate.
- 13.6 The User may raise the price if, during the performance of the work, the amount of work originally agreed or expected proves to have been underestimated to such an extent upon the Agreement's conclusion that the User may no longer reasonably be expected to perform the agreed work for the price originally agreed.

- 13.7 The User shall notify the Client of any intention to raise the price or rate in writing. In so doing, the User shall state the amount of the increase and the date on which it will take effect.
- 13.8 If the Client is unwilling to accept the increase in price or rate communicated by the User, the Client shall be entitled to terminate the Agreement in writing within seven working days of the said notification, or to cancel the Order by the date at which the price or rate adjustment is to take effect as stated in the User's notification.

Article 14 Payment

- 14.1 Unless otherwise agreed, payment must be made within 30 days of the invoice date in a manner designated by the User and in the currency stated in the invoice. The Client shall not be entitled to suspend payment of the amount due, or any part thereof, for any reason whatsoever.
- 14.2 If the Client fails to pay within the 30-day period, it will be in default by operation of law. In that event, the Client will owe the User interest at a 1% rate per month or part of a month, unless the statutory commercial interest or the statutory interest is higher, in which case the highest interest rate will apply. The interest on the amount due and payable will be calculated from the date that the Client is in default to the time of full payment.
- 14.3 In the event that the Client is wound up, is declared bankrupt, is allowed to participate in a debt management scheme by virtue of the Dutch Debt Management (Natural Persons) Act [*Wet schuldsanering natuurlijke personen*], is the subject of an attachment order, or is granted a suspension of payments, the User's claims vis-à-vis the Client will become immediately due and payable.
- 14.4 Payments will first be used to cover the costs, then to cover any interest due and finally to cover the principal sum and the accrued interest.

Article 15 Collection Costs

- 15.1 In the event that the Client is in default or breach of contract regarding the performance or timely performance of its obligations, all reasonable costs incurred in obtaining payment extrajudicially will be borne by the Client. The Client will in any case owe the User collection costs in the event of a financial claim. The collection costs will be calculated in accordance with the provisions of the Extrajudicial Collections Costs (Fees) Decree [*Besluit vergoeding buitengerechtelijke incassokosten*].
- 15.2 If the User has incurred higher costs which were reasonably necessary, such costs will also qualify for compensation.
- 15.3 Court costs and enforcement costs will also be borne by the Client.

Article 16 Retention of Title/Non-possessory Pledge

- 16.1 All goods supplied by the User will remain the User's property until the Client has complied with all its obligations arising from the Agreement, including interest and costs, relating to the goods and the work carried out.
- 16.2 Should the Client create a new product from the goods delivered by the User which are subject to a retention of title, it shall be deemed to have acted on the User's instructions in the creation thereof and shall hold the product for the User. It shall become the owner thereof only at the time at which the retention of title lapses because all the User's claims have been satisfied.
- 16.3 Insofar as the User has claims against the Client other than those referred to in Article 16.1 and the User has delivered goods to the Client which are not subject to a retention of title, the Client shall establish a non-possessory pledge on these goods in the User's favour, and the User shall accept such non-possessory pledge, as security for the fulfilment of such obligations. Should the User so demand, the Client shall sign a deed establishing the pledge. It shall guarantee that it is entitled to pledge the goods and must declare what rights, if any, are vested in the goods.
- 16.4 The Client shall be entitled to resell or process all goods falling under the retention of title/non-possessory pledge in a normal manner as part of the normal operation of its business. Except as provided for in the previous sentence, the Client may not pledge the goods referred to in this Article to third parties or relinquish, transfer or restrict, to the User's detriment, the legal or actual power to dispose thereof in any other way. Should the Client resell the goods, it shall be obliged to establish an undisclosed pledge, in the User's favour, on its claim against the purchaser arising from the sale.
- 16.5 The Client is obliged to keep the goods with due care, separate from other goods, as identifiable property of the User. The Client shall insure the goods against all contingencies on the basis of the invoice value. If, due to a contingency, the goods are destroyed or damaged, the insurance indemnity must be paid to the User. The Client must notify the insurers of this obligation. Should the User so demand, the Client shall provide the User with the names and addresses of the insurers and copies of policies. The User is entitled to inform those insurers that the insurance indemnities for the goods delivered by the User must be paid to the User. Should the User so demand, the Client shall furthermore establish an undisclosed pledge, in the User's favour, on its claims against the insurer in this regard, insofar as this has not already occurred by operation of law.
- 16.6 If the Client fails to comply with any of its obligations as laid down above in this Article, the User shall be entitled to terminate the Agreement. The Client will be in default by the mere fact that it acts in violation of one of these obligations. A notice of default will in such a case not be required.



Article 17 Indemnification

17.1 The Client shall indemnify the User against any claims of third parties, including compensation claims for damage sustained or costs incurred due to the defectiveness of the goods supplied by the User, errors and/or omissions by the User or by any party involved in the performance of the Agreement, the use of auxiliary materials or the violation of the rights of third parties. The Client shall be obliged to pay the User compensation for the damage sustained and costs incurred.

Article 18 Tools, Drawings, etc.

- 18.1 Unless otherwise agreed, all models, lasts, dies, moulds and other tools, drawings, designs, and all other information relating to the production of certain goods made by the User or on the User's instructions, shall be and remain the User's property. The intellectual property rights relating to these tools, drawings, etc. are vested in the User.
- 18.2 If, in the User's opinion, the tools, drawings, etc. belonging to the Client need to be replaced or repaired, the costs of such a replacement or repair shall be charged on to the Client.
- 18.3 The tools, drawings, etc. that the User has made available to the Client may not be copied or be given or made available to third parties without the User's permission in writing. These goods must be immediately returned to the User at no cost for the User after they have been used or if the User should so demand. Should this provision be violated, the Client shall be required to pay the User an immediately due and payable penalty of €50,000 per occurrence and €5,000 for each day that the violation continues, without prejudice to the right of the User to claim compensation for the loss suffered and costs incurred.
- 18.4 The User shall be entitled to destroy tools, drawings, etc. that belong to the Client if they have not been used for the benefit of the User for a continuous period of 12 calendar months, unless the Client informs the User that it wishes to keep these tools, drawings, etc. no later than one month prior to the expiry of that term.

Article 19 Liability

- 19.1 In the event of the User and/or its employees being held liable for products or services, that liability shall be limited to the obligation specified in Article 7.3 above.
- 19.2 The User's liability for the products it supplied will in any case be limited to direct damage or loss sustained by the other party.
- 19.3 The User's liability for the products it supplied will not exceed the amount of money the User has charged or will charge the other party in respect of the products supplied.
- 19.4 In derogation of the provision of paragraph 3 of this Article, in case of an Agreement with a duration longer than six months, liability will be further limited to the fee part owed over the last six months.
- 19.5 The User cannot under any circumstances be held liable for the Client's indirect losses, including consequential losses, loss of profit, missed savings or losses due to business interruption.
- 19.6 All personal, non-contractual liability of the User's employees or third parties engaged by the User is expressly excluded.
- 19.7 The User is not liable for any damage as a result of normal wear and tear, improper use or treatment or incorrect maintenance. The User is also not liable for damage and costs incurred in connection with repairs and modifications made by or on behalf of the other party, nor for damage or loss sustained due to non-compliance with rules and regulations.
- 19.8 Any claims for damages must be submitted to the User in writing immediately after the damage has occurred.

Article 20 Secrecy

- 20.1 The parties will be obliged to observe secrecy with respect to all confidential information that they may have obtained from one another or from another source within the context of the Agreement. Information must be deemed to be confidential if the other party states that it is or if such follows from the nature of the information.
- 20.2 In the event that the User is obliged pursuant to a statutory provision or a judicial decision to provide third parties designated by law or by the competent court with confidential information and the User is unable to invoke a right of nondisclosure acknowledged or allowed by law or by the competent court, the User will not be obliged to compensate the other party or pay it damages and the Client will not be entitled to dissolve the Agreement on the basis of any damage that may have arisen as a consequence.

Article 21 Intellectual Property and Copyrights

- 21.1 Without prejudice to the provisions of these General Terms and Conditions, the User will retain the rights and powers vested in it pursuant to intellectual property law and the Dutch Copyright Act [*Auteurswet*].
- 21.2 All documents, designs, drafts and drawings made available by the User will be exclusively intended to be used by the Client and may not be multiplied, sold on, processed, copied, reproduced, published or disclosed to third parties without the User's prior permission, unless the contrary ensues from the nature of the documents made available.
- 21.3 The User will retain the right to use any knowledge acquired pursuant to the performance of the work for other purposes, to the extent that this does not involve disclosing any confidential information to third parties.

Article 22 Disputes

All disputes arising from the Agreement concluded between the parties will be settled in the first instance by the court of law in the district where the User has its registered office. Nevertheless, the User will be entitled to submit the dispute to the competent court according to the law.

Article 23 Applicable Law

All Agreements between the User and the Client will be governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

Article 24 Filing of these General Terms and Conditions

These General Terms and Conditions have been filed at the offices of the Flevoland Chamber of Commerce and Industry in Lelystad in the Netherlands.

Lelystad The Netherlands 15-06-2016