

## 1. DEFINITIONS

- 1.1 QP: the private company with limited liability Q-Pall B.V., or any company affiliated with Q-Pall B.V. using these general conditions.
- 1.2 Other Party: any natural person, partnership, commercial partnership or legal entity that enters into an agreement with QP or places an order with QP.
- 1.3 Agreement: the agreement between QP and the Other Party.
- 1.4 Order: an order from the Other Party placed with QP for the sale and/or delivery of products or services establishing an agreement between QP and the Other Party.

## 2. APPLICABILITY

- 2.1 These general conditions apply to all offers, agreements and deliveries made by QP.
- 2.2 Amendments to these general conditions must be agreed in writing.
- 2.3 QP expressly excludes the applicability of the Other Party's general terms and conditions, unless QP explicitly agrees to those general terms and conditions in writing.
- 2.4 The Other Party with whom a contract was once concluded under the present conditions will be deemed to have tacitly agreed with these conditions with regard to subsequent agreements concluded with QP.
- 2.5 If the Other Party declares its own general terms and conditions applicable with the exclusion of QP's general conditions, the Other Party entering into an agreement with QP shall be deemed to have accepted QP's general conditions and simultaneously revoked its own general terms and conditions.
- 2.6 If any provision of these general conditions is null and void, the other provisions of these general conditions will remain fully in effect and the parties will consult with each other to agree new provisions to replace the void or avoided ones. In doing so, the purpose and meaning of the void or avoided provision will be taken into account as far as possible.

## 3. OFFERS, QUOTATIONS, AGREEMENTS

- 3.1 Unless expressly agreed otherwise in the quotation or offer, all QP's offers and quotations are made without engagement.
- 3.2 The agreement shall only have been formed and be binding on QP if confirmed by QP in writing or if QP has commenced with the performance of the agreement.
- 3.3 QP will at all times be entitled to withdraw an offer within 2 working days after written acceptance of this offer by the Other Party.

## 4. PRICES

- 4.1 All QP's prices will be in euros and exclusive of (i) BTW (Dutch VAT), (ii) packing and/or packaging costs, (iii) import and export duties, as well as any government levies, (iv) costs of transport, storage and transshipment and (v) insurance costs, unless otherwise agreed between QP and the Other Party.
- 4.2 QP reserves the right to change prices unilaterally.
- 4.3 QP reserves the right to charge the costs of special packaging or packaging as required by the Other Party to the Other Party.

## 5. EXTRA WORK AND ADDITIONAL COSTS

- 5.1 In the event the Other Party desires additions or changes in the works for which QP has made an offer, any such addition or change shall be considered extra work. QP shall be entitled to reject a request for extra work. Such a rejection shall not prejudice the validity of the (original) agreement between the parties.
- 5.2 QP is entitled to charge 10% of the purchase price mentioned in the agreement to the Other Party for extra costs, with a minimum of €250.00, if QP is unable to commence or continue with the performance of the agreement at the agreed time as a result of circumstances attributable to the Other Party, including the provision of incorrect or incomplete information or late provision of information and any circumstance in which the Other Party has not, not timely or not properly rendered such assistance and cooperation as may reasonably be expected from the Other Party.

## 6. DELIVERY

- 6.1 Unless agreed otherwise in writing, deliveries will be ex production site.
- 6.2 Unless agreed otherwise in writing, the goods are transported at expense and risk of the Other Party.
- 6.3 If the parties have agreed in writing that QP will take care of the transport and delivery of the goods to the Other Party, the goods will be delivered past the first door on the ground floor, assuming the delivery address can be reached by ordinary lorries. The risk of the goods will pass to the Other Party at the time of delivery at the specified delivery address.
- 6.4 An agreed delivery time is not a deadline, unless expressly agreed otherwise in writing. Late delivery does not constitute any grounds for the Other Party to terminate the agreement, unless the delivery time is exceeded to such an extent that in all fairness the Other Party cannot be expected to maintain the agreement. If the Other Party terminates the agreement, QP shall not be obliged to pay compensation for any damage or loss the Other Party may have incurred.
- 6.5 Unless agreed otherwise in writing, the delivery periods as stated by QP will apply as soon as the agreement has been entered into.
- 6.6 If QP does not deliver the goods or does not deliver them on time, or if QP otherwise fails to meet its obligations, a notice of default must be sent to QP in which QP is given at least 14 days to remedy the breach, unless it would be fair under the given circumstances to observe a longer term.
- 6.7 If the Other Party refuses or fails to take receipt of the goods, these will be stored at the risk and expense of the Other Party. The Other Party will then be obliged to pay the storage costs involved. If, despite a summons by QP to do so, the Other

Party does not collect the goods at its own expense within three months, QP shall be entitled to sell the goods to any third party and hold the original other party liable for any damage or loss incurred.

- 6.8 QP is entitled to make partial deliveries and invoice each partial delivery separately.

## 7. PAYMENT

- 7.1 Payments must be made within 30 days of the invoice date in the manner indicated by QP, unless QP has agreed to a different term in writing. After expiry of this term, the Other Party shall be in default without a notice of default being required. QP will then be entitled to terminate the agreement with the Other Party and any other related and further agreements or to suspend the performance thereof.
- 7.2 As of the time of expiry of the payment term the Other Party shall owe to QP a monthly interest equivalent to 1.5% on the amount due.
- 7.3 If, as a result of the Other Party's default, QP is required to pass on its claim for collection, all associated costs such as administrative charges and judicial and extrajudicial costs, including the costs of a petition for bankruptcy, shall be borne by the Other Party. The extrajudicial debt-collection costs will at least be 15% of the amount due, with an absolute minimum of €150.00.
- 7.4 In the case of liquidation or bankruptcy of the Other Party or if the Other Party has been granted suspension of payments, all amounts invoiced to the Other Party shall be immediately due and payable.
- 7.5 Payments made by the Other Party will first be applied to settle all interests payable and costs and subsequently those invoice amounts that have been outstanding for the longest period.
- 7.6 All payments must be made by the Other Party without suspension, discount or setoff.

## 8. RETENTION OF TITLE

- 8.1 Notwithstanding the actual delivery, QP remains the legal owner of the goods until the Other Party has fully paid all that it owes or shall owe QP, including interests and costs, whether or not relating to previous or later deliveries, activities carried out or to be carried out in respect of the goods or any damages payable in connection with the delivered goods.
- 8.2 The Other Party is not authorized to establish a right of pledge or any other (restrictive) right on the goods. If third parties want to create or enforce any right to the goods delivered under retention of title, the Other Party shall be obliged to immediately notify QP thereof and to inform the third parties about QP's rights to the goods.
- 8.3 QP is entitled to repossess the goods delivered under retention of title if the Other Party fails to comply with its payment obligations or if QP has good reasons for assuming that the Other Party will not pay or not pay on time. If and insofar as necessary, the Other Party hereby irrevocably authorizes QP to remove the goods concerned from where they are located or to have them removed. Any such repossession shall constitute a termination of the agreement(s) concluded with the Other Party. Following repossession, the Other Party shall be credited with the market value of the goods, which shall not in any event be able to exceed the original purchase price, less an amount to be determined by QP to cover the costs of implementing their repossession and the decrease in value of the products.
- 8.4 Insofar as necessary, the Other Party remains authorized to make use of the goods in the context of the normal exercise of its business, subject to QP's retention of title. The Other Party will then be obliged to supply the goods concerned subject to the reservation of its ownership. If QP so requests, the Other Party will also be obliged to grant QP an undisclosed pledge on the claims the Other Party has or will have against the third parties concerned. The normal exercise of business shall not be understood to include the provision of any securities to third parties.
- 8.5 If QP so requests, the Other Party shall:
  - insure the goods delivered under retention of title and maintain such insurance against fire, explosion and water damage and theft and make the insurance policy available to QP for inspection;
  - assign to QP any claim the Other Party may have against any insurers with respect to the goods delivered under retention of title;
  - mark the goods delivered under retention of title as the exclusive property of QP;
  - lend its cooperation in any other way to all reasonable measures QP wishes to take to protect its title to the goods.

## 9. OBLIGATION TO INSPECT THE GOODS; COMPLAINTS

- 9.1 The Other Party is obliged to examine the goods on delivery for conformity with the agreement. Any visible defects must be reported to QP in writing, clearly stating said defects, within 8 days of the delivery date. Any hidden defects must be reported to QP in writing, clearly stating said defects, within 8 days of their coming to light, or no later than 2 weeks following delivery. The written complaint should at least include a comprehensive and accurate description of the defect and further details from which may be inferred that the goods supplied and the goods rejected by the Other Party are identical.
- 9.2 QP must be given the opportunity to verify the complaints made and to remedy any deficiencies in the execution or delivery.
- 9.3 Submitted claims do not suspend the Other Party's obligation to pay.
- 9.4 If upon receipt of the goods no comments were entered in the consignment note or invoice with regard to any damaged packing and/or packaging, this will count as conclusive evidence that the Other Party received the goods in good

- and undamaged condition upon delivery, without any visible defects.
- 9.5 After expiry of the terms stated in this Article, the buyer will be deemed to have approved the delivered goods and invoice and complaints will no longer be processed by QP.
- 9.6 In the event of unjustified complaints QP shall be entitled to charge the costs of inspection on to the Other Party.
- 9.7 The Other Party must keep the goods the complaints relate to in a safe place and, if QP so requests, these goods must be made available to QP or a third party to be designated by QP. If the Other Party does not, or not entirely, meet these obligations, it will forfeit all rights to complain.
- 9.8 QP is not obliged to accept and examine complaints about defects if the Other Party did not strictly comply with its payment obligations or other obligations towards QP, nor will QP be obliged to do so if the Other Party or any third party, whether or not on behalf of the Other Party, has made any alterations or repairs to the goods delivered by QP without QP's prior permission in writing.
- 9.9 If the complaints concern part of the delivered goods, this cannot be considered suitable grounds for rejecting the entire consignment, unless the delivered consignment in such a case should reasonably be considered unfit for use.

## **10. LIABILITY**

- 10.1 Except if and insofar as the Other Party is able to prove wilful intent or gross negligence on QP's part, QP shall not be liable for any damage or loss sustained by the Other Party as a result of the performance of the agreement.
- 10.2 QP shall in any case not be liable for consequential loss, including loss due to delay, loss of profits, loss due to business stagnation or any other consequential loss sustained by the Other Party.
- 10.3 QP has taken out consequential loss insurance. Liability for damage or loss shall expressly be limited to the amount of the payment to be made by the insurer in the case concerned. If and insofar as, for whatever reason, the insurer does not make any payment under the insurance, the liability for damage or loss shall expressly be limited to the invoiced amount, excluding VAT, for the delivery the damage or loss relates to or is associated with. Any further liability shall expressly be excluded.
- 10.4 QP does not accept any liability for damage or loss if the Other Party has made any alterations to or carried out work on the goods delivered by QP and/or if the Other Party used these goods for any other purpose than the normal business purposes and/or if the Other Party did not or not properly comply with the conditions of the product specification.
- 10.5 The Other Party shall indemnify QP against any claims from third parties that sustained damage or loss in connection with the performance of the agreement and if that damage or loss can be attributed to the Other Party.

## **11. FORCE MAJEURE**

- 11.1 Force majeure shall be understood to mean any circumstances beyond QP's control which prevent the normal execution of the agreement.
- 11.2 Force majeure shall in any case include but not be limited to: delays, delays in the supply of goods by QP's suppliers, no or incomplete deliveries by QP's suppliers, shortage of raw materials and other goods or services QP requires for its performance of the agreement, and transport problems.
- 11.3 In the event of force majeure QP's obligation to perform will be suspended for the duration of the force majeure circumstances. If these circumstances continue to exist for more than 2 months, either party may terminate the agreement by giving notice thereof to the other party, without this resulting in liability for compensation. Such notice must be given in writing within one (1) week after expiry of the aforementioned term.
- 11.4 If, upon commencement of the force majeure event, QP has already fulfilled part of its obligations, or can only meet part of its obligations, QP will be entitled to invoice that which already has been delivered or the part that can be delivered separately and the Other Party shall be obliged to pay this invoice as if it concerned a separate agreement.

## **12. TERMINATION**

- 12.1 QP is entitled to terminate or suspend the agreement wholly or in part without notice of default or judicial intervention and with immediate effect, without being obliged to pay damages and without prejudicing QP's right to demand specific performance of the agreement rather than terminating or suspending the agreement and without prejudicing its right to claim full compensation, if:
- the Other Party fails to perform its obligations under the agreement and does not remedy this breach within 14 days of the date on which it has been given notice of default;
  - after conclusion of the agreement, circumstances have been brought to QP's attention which provide good grounds for fearing that the Other Party cannot meet its obligations under the agreement;
  - the Other Party has filed for suspension of payments or has been granted suspension of payments;
  - bankruptcy proceedings have been instituted against the Other Party, or the Other Party has been declared bankrupt;
  - a substantial part of the Other Party's assets has been attached;
  - a statutory debt rescheduling arrangement has been declared applicable to the Other Party, or if the Other Party has applied for the application of such an arrangement;
  - the Other Party is a natural person and has been placed under guardianship or dies;
  - the company of the Other Party is subject to liquidation or a merger, or if a substantial part of the control over the company of the Other Party is changed.

## **13. CANCELLATION**

If the Other Party cancels the agreement(s) with QP wholly or in part, the Other Party shall owe QP cancellation compensation equivalent to 25% of the agreed total amount of the order, without prejudice to QP's right to claim full compensation for the costs it incurred and loss of income due to the cancellation.

14. Intellectual property rights
- 14.1 All intellectual property rights, including but not limited to copyrights, patent rights, design rights and trademark rights, related to the goods produced and/or delivered by QP, documentation and information rest with QP. The Other Party only acquires the rights of use and powers that have expressly been allocated by means of these general conditions or the agreement and/or arise from the agreement between the parties.
- 14.2 If and insofar as the Other Party makes materials or data available to QP within the context of the agreement, the Other Party represents and warrants that it is entitled to do so and that these materials and data do not infringe the rights of any third parties. The Other Party shall indemnify QP against all claims from third parties related to materials and/or data made available to QP by the Other Party.
- 14.3 The Other Party may not remove from the delivered products any indications of trade names and marks and/or any other information provided on the goods, packaging or in the user manuals, nor damage or change these indications and/or information. Furthermore, the Other Party may not make any changes or cause any damage to the products delivered by QP.

## **15. OTHER**

- 15.1 If the parties enter into an agreement for repair work, all the goods to be replaced shall become the property of QP.
- 15.2 The Other Party must treat and use QP's goods in accordance with the product specification supplied with the goods.
- 15.3 The Other Party may not be directly or indirectly involved in the sale or resale of QP's goods without QP's permission.
- 15.4 The Other Party is not entitled to make any changes in, to or on the goods supplied by QP. If the Other Party is entitled to sell or resell the goods, the goods must be sold in the condition in which they were delivered to the Other Party. The Other Party is also not entitled to make any changes to the packaging and/or in the product specification supplied or to be supplied by QP with the goods.
- 15.6 If the Other Party fails to comply with its obligations towards QP as laid down in paragraphs 3 and 4 of this Article and this failure can be attributed to the Other Party, the Other Party shall be obliged - without prejudice to QP's other rights to damages under Dutch law - to pay to QP €10,000.00 for each breach and to immediately return all products of QP it may still have in its possession on penalty of a fine of €1,000.00 for each day that it continues to fail to comply with this obligation.

## **16. DISPUTES AND COMPETENT COURT**

- 16.1 These general conditions and all agreements with QP are exclusively governed by Dutch law. The applicability of the 1980 Vienna Sales Convention (CISG) is expressly excluded.
- 16.2 Any disputes arising from these general conditions or an agreement between the Other Party and QP will be submitted to the competent court in 's-Hertogenbosch.