

# General Terms and Conditions Schippers Export EU BV

## 1. Definitions

In these General Terms and Conditions, the following definitions are used:

- a. **Conditions:** these General Terms and Conditions of Schippers Export EU BV.
- b. **Supplier:** Schippers Export EU BV, having its registered office at Bladel, the Netherlands, registered with the Dutch Chamber of Commerce under number: 84331623.
- c. **Customer:** every legal or natural person who has concluded or wishes to conclude an agreement with Supplier.
- d. **Consumer:** every Customer that is a natural person who does not act in the exercise of a profession or business, as well as a Customer who occupies a position comparable to that of a Consumer. All provisions included in these Conditions, also apply to a Consumer, unless expressly stated otherwise.

## 2. Applicability

- 2.1 These Conditions apply to all offers and quotations from Supplier as well as agreements between Supplier and Customer.
- 2.2 The English text of these Conditions is always leading for the interpretation thereof.
- 2.3 Additions to or deviations from these Conditions only apply if agreed in writing between the Supplier and the Customer.
- 2.4 If at any time the Supplier agrees with the Customer on a deviation from these Conditions, this deviation applies exclusively to the agreement in question.
- 2.5 A reference by the Customer to its own general terms and conditions is expressly rejected by the Supplier.
- 2.6 If at any time one or more provisions in these Conditions are considered to be completely or partially invalid or void, all remaining provisions will remain in full force and effect.

## 3. Offers and agreements

- 3.1 All offers and quotations from the Supplier, whether in the form of price lists or otherwise, including verbal offers and quotations and other statements from representatives and/or employees of the Supplier, are without obligation and are subject to confirmation in accordance with art. 3.4 of these Conditions.
- 3.2 An offer or quotation automatically expires if the product to which the offer or quotation relates is no longer available.
- 3.3 The Supplier cannot be held to its offers or quotations if the Customer can reasonably understand that the offer, quotation or part thereof contains an obvious mistake or error.
- 3.4 Unless agreed upon otherwise, an agreement is only concluded after it has been confirmed in writing by the Supplier within 8 days after the Customer has placed the order, or if Supplier has started executing the order within 8 days.
- 3.5 If the order deviates from the offer included in the offer or quotation, the Supplier is not bound by it and the agreement will not be concluded in accordance with this deviating order, unless the Supplier indicates otherwise.
- 3.6 In the event of partial deliveries, the agreement in its entirety is deemed to have been concluded if the first partial delivery takes place.
- 3.7 Any agreements, commitments and/or changes made to the agreement later by or on behalf of the Supplier to the Customer are only binding if they are confirmed in writing by the Supplier within 8 days, or if the Supplier implements them in whole or in part within 8 days.
- 3.8 Each agreement is entered into under the suspensive condition that the Customer, at the sole discretion of the Supplier, proves to be sufficiently creditworthy for the financial performance of the agreement.
- 3.9 The Supplier is entitled upon or after entering into the agreement, before further delivery, to demand security from the Customer that all payment and other obligations will be met.
- 3.10 The Supplier is authorized, if it deems this desirable or necessary for the correct execution of the agreement, to engage affiliated parties or third

parties in the execution of the agreement, the costs of which will be passed on to the Customer in accordance with the affiliated parties or third parties provided quotes.

## 4. Prices

- 4.1 All prices are exclusive of VAT and FCA unless expressly confirmed by Supplier otherwise.
- 4.2 Prices do not include: (special) import duties and/or other taxes and levies, special packaging material and/or packaging, loading and unloading costs, transport costs and insurance costs.
- 4.3 Prices are based on cost prices applicable at the time of the offer. If these cost prices have increased since the date of offer due to an increase in the price of raw materials, (auxiliary) materials, parts, transport costs, wages, insurance premiums, tax charges, import duties, exchange rates, etc., the Supplier is entitled to pass on this increase in the prices, irrespective of whether these cost-increasing factors were foreseeable at the time of the conclusion of the agreement with the Customer.
- 4.4 If the price increase stipulated in 4.3 is higher than 15%, the Customer has the right to terminate the agreement, where the Customer is obliged to compensate for what has already been delivered or performed pro rata. For this part, the provisions of these Conditions will continue to apply.
- 4.5 The Consumer is authorized to terminate the agreement in the event of price increases, insofar as the price increase is implemented by the Supplier within 3 months after the agreement has been concluded.

## 5. Delivery/Delivery Time

- 5.1 All deliveries are on an 'FCA' basis, unless expressly confirmed by Supplier otherwise.
- 5.2 Stated delivery times can never be regarded as fatal deadlines, unless expressly agreed otherwise. In the event of late delivery, the Supplier must be given written notice of default, whereby the Supplier is still granted a reasonable term for compliance.
- 5.3 The Customer is obliged to collect the products at the moment they are made available to him. If the Customer refuses to accept the products at the time they are made available to him or if he fails to provide information necessary for the delivery, the Supplier is entitled to store the products at the expense and risk of the Customer.
- 5.4 Supplier is entitled to deliver in parts (partial deliveries), which Supplier can invoice separately.
- 5.5 The Supplier's obligation to deliver is fulfilled once the goods have been offered conform the way mentioned in the applicable Incoterm. The acknowledgment of receipt signed by the Customer or the person who represents him thereby serves as complete proof of delivery, but is not the only proof of delivery.
- 5.6 In the event of non-acceptance by the Customer, transport costs, storage and other costs will be borne by the Customer. After a period of four weeks, the Supplier is entitled to (privately) sell these items. The costs of the private sale will be borne by the Customer.

## 6. Force Majeure

- 6.1 In the event of force majeure, e.g. strike, fire, epidemics, pandemics, destruction of goods during transport, water damage, government measures, damage during shipment or transport, export ban, war, mobilization of import or export barriers and all other situations that cannot be imputed to the Supplier and this temporarily or otherwise prevents the fulfilment of the agreement by the Supplier, the Supplier is entitled to extend the delivery time by the duration of the impediment or to dissolve the agreement without owing any compensation to the Customer under this delay or cancellation. Such a delay or dissolution does not release the Customer from the obligation to pay for what has been delivered and/or performed at the time the force majeure situation occurs.
- 6.2 Only if the impediment referred to in 6.1 lasts longer than 4 weeks, the Customer is entitled to dissolve the part of the agreement that relates to products or services that still have to be delivered by the Supplier.

## 7. Transfer of Title and Right of Retention

- 7.1 The delivered goods remain the property of the Supplier until the Customer has fulfilled all (payment) obligations. Nevertheless, unless expressly agreed upon otherwise, from the moment of delivery, the Customer bears the risk of loss or damage to the goods, regardless of the cause and/or for damage caused by these goods.
- 7.2 The Customer is not authorized to transfer ownership of the delivered goods to third parties or use the goods as collateral. The Customer is also not permitted to hand over the delivered goods to third parties for use, except in the course of its business operations.
- 7.3 In the event of resale by the Customer of goods not (yet) paid for in full or in part, the Customer hereby transfers the claim arising from this resale against its buyer to the Supplier, without prejudice to other legal rights Supplier may have in this case. The Customer is obliged to provide the Supplier with the relevant resale data at the Supplier's first request. In the event of resale, the Customer is obliged to make the same retention of title agreement with his buyer as included in these Conditions.
- 7.4 If the Customer fails to fulfil any (payment) obligation towards the Supplier, or if any of the events mentioned in art. 8.1 of these Conditions occurs, the Supplier is entitled to reclaim the delivered goods without any notice of default or judicial intervention. Supplier has unconditional and irrevocable permission to enter all places where the Supplier's property is located as well as all other places necessary in order to be able to take back the products.
- 7.5 The Customer shall do all that can reasonably be expected to safeguard the Supplier's property rights.
- 7.6 In the event that the Supplier has actually taken back the delivered goods, the agreement is terminated for the part relating to the returned products.
- 7.7 The Customer is obliged to notify the Supplier immediately in writing of any seizure of goods that are still subject to retention of title or in case a third party claims to have rights to the goods, as well as in case any of the events included in art. 8.1 of these Conditions occurs.
- 7.8 The Supplier is entitled to suspend its obligation to hand over an item that the Supplier has in its possession due to the performance of repair and maintenance work, until the Customer has fully complied with its obligations under the agreement.

## 8. Immediate termination agreement

- 8.1 The Customer shall in any case be in default in the following cases:
  - a. in the event of non-, untimely or improper performance by the Customer, despite the Supplier having given the Customer notice of default in which a reasonable period was set for performance;
  - b. in the event of bankruptcy or suspension of payment of the Customer;
  - c. if the Customer can no longer freely dispose of his assets due to any other situation, or in the event of a shutdown or liquidation of the Customer's company;
  - d. if compliance is permanently impossible.
- 8.2 If the Customer is deemed to be in default, the Supplier shall be entitled, without any further notice of default being required, at the option of the Supplier, to:
  - a. terminate (in Dutch: 'ontbinden') the agreement in whole or in part with immediate effect without being obliged to pay any compensation, guarantee or otherwise relating to the termination, or
  - b. suspend the performance of its obligations towards the Customer and simultaneously demand performance from the Customer.Both cases are without prejudice to any other possibilities the Supplier may have under applicable law, expressly including a right to compensation by the Customer of all damages suffered (including e.g., but not limited to, loss of profit), costs and interest, whereby the item "loss of profit" shall amount to at least 25% of the agreed price.

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## 9. Risk of transport / transfer of risk

9.1 All risks of transport or of goods to be delivered or delivered (e.g. risk of loss, direct or indirect damage or depreciation) rest with the Customer from the moment the goods leave the warehouse of the Supplier, even in case on consignment notes, export documents, import documents or shipping documents is stated that all transport damage is for the account and risk of the sender / Supplier.

9.2 If the Customer is a Consumer and it has been agreed that the goods will be delivered to the Consumer's address, the risk of the goods to be delivered or delivered will not pass until the actual delivery.

9.3 The method of transport, shipment, packaging, etc. is determined by the Supplier. Any specific wishes of the Customer with regard to transport and/or dispatch will only be carried out if these wishes have been accepted by the Supplier. Should specific wishes lead to higher costs, then these are for the account of the Customer.

## 10. Complaints

10.1 The Customer is obliged to check with every (partial) delivery whether the delivered goods comply with the (purchase) agreement.

10.2 Complaints with regard to visible defects in the delivered goods must be submitted in writing to the customer service of the Supplier within 8 days after delivery. Complaints regarding invisible defects in the delivered goods must be submitted in writing to the Customer Service of the Supplier within 8 days after discovery, or at least within 8 days after the invisible defect should reasonably could have been discovered. The notification must contain a description of the defect as detailed as possible, so that the Supplier can respond as adequate as possible.

10.3 The Customer must give the Supplier the opportunity to investigate a complaint or have it investigated. If it is established that a complaint is unfounded, the costs incurred by the Supplier as a result, e.g. investigation costs, will be borne by the Customer.

10.4 Complaints about invoices must be made known to the Supplier in writing within 5 days of the invoice date in the manner as described on the invoice.

10.5 If complaints are not submitted in writing in a correct and timely manner, the Customer is deemed to have agreed with the delivered products, services or invoice.

10.6 Minor deviations and differences of the product that fall within what is permissible according to trade practice can never constitute grounds for complaints.

10.7 Submitting complaints never releases the Customer from its payment obligations towards the Supplier.

10.8 Products about which the Customer has complained will be stored unused, unmixed and unprocessed in a suitable place.

10.9 The Customer is not entitled to return items about which it complains without the written permission of the Supplier.

10.10 If the delivered goods do not comply with the agreement, then the Supplier - at the sole discretion of the Supplier - is only obliged to replace these or to grant a pro-rata discount on the price.

## 11. Warranty

11.1 The warranty on the delivered goods is entirely in accordance with and limited to the warranty that the manufacturer of the aforementioned goods has granted to Supplier.

11.2 In case of damage due to breakage, warranty of the product automatically expires.

11.3 After the warranty period has expired, all costs for repair or replacement will be charged to the Customer.

## 12. Liability

12.1 If the Supplier is held liable, this liability is limited to what is included in this art. 12.

12.2 If a defective product causes damage to persons or to other property for which the Supplier is liable, this liability is limited to a maximum of the

invoice amount of the order, at least to that part of the order to which the liability relates.

12.3 The liability of the Supplier is in any case always limited to the amount of the payment it receives from its insurer.

12.4 The Supplier is only liable for direct damage. The Supplier is never liable for indirect damage, e.g. consequential damage, loss of profit and lost savings.

12.5 The Supplier cannot be held liable by the Customer, and is indemnified by the Customer for claims of third parties, in case the Customer:

a. has not adhered to the instructions for use;

b. has added other products to the product that affect the intended functioning of the Supplier's product;

c. is allergic to the product of the Supplier or has had an allergic reaction to the product;

d. has not stored the product in the prescribed manner;

e. has used the product for purposes other than those for which it was intended based according to its label;

f. has not properly maintained the product;

g. has ingested a non-consumable product;

h. has used the product after the expiration date;

i. has provided the Supplier with incorrect and/or incomplete information and the Supplier has relied on this information;

j. has used the product while it was known or reasonably should have been known to the Customer that the product had a defect.

12.6 The Supplier is never liable for harmful consequences arising from or as a result of circumstances beyond the Supplier's control, e.g. extreme weather conditions or events of force majeure.

12.7 The Supplier is not liable for any advice given to Customers, including on the use of products, unless there is a consultancy agreement concluded with the Customer in which the Customer actually provides a fee for the consultancy work to be performed by the Supplier. If the Supplier is liable for consultancy services on the basis of this provision, this liability is limited to the invoice amount for the consultancy services performed.

12.8 If the Customer is a Consumer, the liability of the Supplier is subject to Dutch law.

12.9 If damage occurs due to intent or gross negligence by Supplier, the above limitations with regard to the Supplier's liability do not apply.

12.10 If damage occurs due to intent or gross negligence by Supplier, the above limitations with regard to the Supplier's liability do not apply.

12.11 If damage occurs due to intent or gross negligence by Supplier, the above limitations with regard to the Supplier's liability do not apply.

12.12 If damage occurs due to intent or gross negligence by Supplier, the above limitations with regard to the Supplier's liability do not apply.

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12.18 If damage occurs due to intent or gross negligence by Supplier, the above limitations with regard to the Supplier's liability do not apply.

12.19 If damage occurs due to intent or gross negligence by Supplier, the above limitations with regard to the Supplier's liability do not apply.

12.20 If damage occurs due to intent or gross negligence by Supplier, the above limitations with regard to the Supplier's liability do not apply.

13.9 After acceptance of the return shipment and proper receipt by Supplier, a credit note for the returned products will be issued.

## 14. Payment

14.1 Unless otherwise indicated by the Supplier, payment must be made prior to delivery. Online payments are carried out in collaboration with Shippers Europe B.V.

14.2 Unless stated otherwise on the invoice, the payment term is 8 days. If the invoice amount is not received within the payment term, the Customer is legally in default. During the period in which the Customer is in default, the Customer owes an interest of 1% per month on the outstanding invoice amount.

14.3 If payment of the invoice has not been received by the Supplier within the agreed payment term and the Supplier is forced to take collection measures, the Customer is obliged to pay (extra) judicial collection costs, which are set at 15% of the amount to be paid, with a minimum of €50, without prejudice to any legal costs owed by the Customer pursuant to a court decision.

14.4 Payments made by or on behalf of the Customer will first serve to settle costs and interest and then to settle the oldest outstanding invoices, regardless of which description the Customer uses for the payment.

14.5 If the Customer fails to pay for a partial delivery, the Supplier is entitled to suspend the other delivery orders still to be performed until the Supplier receives payment in full, without prejudice to other rights that Supplier may have regarding compensation in relation to art. 8 of these Conditions.

14.6 If the Customer is a Consumer, Dutch law applies to the payment and collection of the invoice.

14.7 The Supplier is authorized to demand a deposit from the Customer before the products to which this deposit relates are delivered transport.

## 15. Assignment

15.1 The Supplier is entitled to transfer its rights and/or obligations arising from the agreement concluded with the Customer to any affiliated party.

15.2 Without the prior written consent of the Supplier, the Customer is not permitted to transfer its rights and/or obligations arising from the agreement concluded with the Supplier.

## 16. Applicable Law and Dispute Settlement

16.1 All agreements between the Supplier and the Customer are exclusively governed by Dutch law. The Vienna Sales Convention does not apply.

16.2 With regard to the interpretation of International trade terms, the latest version of the "Incoterms" as compiled by the International Chamber of Commerce in Paris (ICC) applies.

16.3 Any disputes between the Supplier and the Customer shall be finally settled by the competent judge in the district East-Brabant, the Netherlands.

## 17. Protection of Personal Data

17.1 To the extent the Supplier processes personal data in the context of the order, it shall do so in accordance with the European General Data Protection Regulation or it shall be processed in a proper and careful manner.

17.2 The Supplier shall take technical and organizational measures to protect personal data against loss or any other form of unlawful processing or use.

17.3 The Customer is entitled to request information about the processed data. This shall be provided expeditiously. The Supplier shall inform the Customer in case of a breach (data leak) or if there are other circumstances involving personal data of the Customer.