

## GENERAL SALES- AND DELIVERY TERMS AND CONDITIONS OF MULTIFILL B.V. MIJDRECHT

### Article 1 APPLICATION

- 1.1 These terms and conditions apply to all legal relationships between Multifill B.V., hereafter referred to as "Multifill", and the counterparty, hereafter referred to as "the purchaser", also after the termination of a legal relationship.
- 1.2 The application of other eventual general terms and conditions, that may be utilised by the purchaser or to which the purchaser may refer to in any manner, are hereby explicitly rejected.
- 1.3 Eventual deviations from these terms and conditions must be explicitly agreed to in written form. No rights can be allowed to such deviations insofar as the establishment of future legal relationships are concerned.

### Article 2 ESTABLISHMENT OF AGREEMENTS

- 2.1 All offers from Multifill are non-binding.
- 2.2 An agreement between Multifill and the purchaser comes into being exclusively upon written confirmation by Multifill.
- 2.3 When a composite or combined price quote has been offered, there is no obligation to supply only a portion of the total product(s) even if it corresponds to a portion of the combined price quote.
- 2.4 All offers by Multifill have a validity period of 60 days, unless otherwise stipulated in written form.

### Article 3 PRICES

- 3.1 All prices are excluding VAT, unless otherwise agreed in written form.
- 3.2 Should there be changes in terms of the cost price factors, such as commodity-, material- or labour costs, regulatory measures, taxes, etc., after the establishment of an agreement between Multifill and the purchaser, but before delivery, the price as adjusted by Multifill will apply, unless otherwise agreed in written form. In this case the purchaser has the right to dissolve the agreement.

### Article 4 PAYMENT

- 4.1 Unless otherwise agreed in written form, payment by the purchaser must be made within thirty (30) days of the invoice date.
- 4.2 Payment by the purchaser for every obligation fulfilled by Multifill must be made without discount or recourse to offset by the purchaser, for whatever reason.
- 4.3 Payment by the purchaser is to be made exclusively in the currency in which the prices that have been agreed upon are expressed.
- 4.4 All costs associated with payment are to be borne by the purchaser.
- 4.5 Payment made by the purchaser is first applied to the interest owed in terms of 4.9 as well as the legal and extra-judicial costs in terms of 4.13 and thereafter applied to the longest outstanding claim.
- 4.6 Multifill is at all times authorised to claim security from the purchaser in terms of fulfilling his payment obligation towards Multifill.
- 4.7 A payment extension or grace period granted by Multifill is only valid if and in as far as there is a corresponding written confirmation from Multifill.
- 4.8 Should the period of thirty (30) days referred to in 4.1 expire, the purchaser is legally in a state of non-performance as far as Multifill is concerned without any requirement of notice or notice of default. As of that moment Multifill has the right, should it decide to exercise it, to consider all its obligations in terms of the agreement and eventually other agreements as suspended, or to dissolve this or these agreement(s) either completely or in part.
- 4.9 Should the period of thirty (30) days referred to in 4.1 expire, Multifill is, without first creating a notice of default, entitled to a monthly interest payment on the (still outstanding part of the) invoice amount to the value of a percentage of two (2) points above the promissory note discount rate of the Bank of the Netherlands N.V. at that time; until such time as the (still outstanding part of the) invoice amount is settled in full. Going forward, Multifill will then be entitled to enforce the immediate settlement of all as yet unpaid invoices and to suspend further delivery with immediate effect, unless either cash is paid or sufficient security is provided for the payment of these invoices.
- 4.10 Should the purchaser request a moratorium on payment or make declarations for the purpose of a bankruptcy; should his bankruptcy be requested; should any of his assets be seized and, apart from this, in all cases wherein the purchaser has to account for the fact that he cannot comply with the obligations that he has towards Multifill, the purchaser is required to immediately inform Multifill thereof telephonically and to provide Multifill with written confirmation of this information.
- 4.11 Should one of the situations as intended in 4.10 come about, Multifill may, at its discretion, dissolve the agreement that is in force with the purchaser, and suspend the obligations of Multifill that arise from it, without affecting the remaining rights of Multifill. Everything that the purchaser owes at that time becomes immediately payable in full.
- 4.12 Should the purchaser be of the opinion that the balance owed is not correct, he or she is required to provide his or her written complaint within 30 days, which must include a detailed submission of what he or she considers to be the faulty entries. In the absence of such a complaint he or she forfeits the right to object to said outstanding balance.
- 4.13 All legal and extra-judicial collection costs, which Multifill may incur as a result of the purchaser not complying with payment obligations, are to be borne by the purchaser.

### Article 5 DELIVERY

- 5.1 Unless otherwise agreed, delivery will occur Ex Works Multifill. Delivery is understood by both parties to mean the complete order, ready to be shipped, in the Multifill warehouse.
- 5.2 Unless otherwise agreed, the products are transported at the risk of the purchaser, both in the case of non-carriage paid or carriage-paid deliveries.
- 5.3 Multifill reserves the right to deliver partial orders placed by the purchaser and also to deliver a maximum of 15% more or less than the ordered quantity, in which case the purchaser does not have the right to dissolve or nullify the agreement with Multifill.

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5.4 The purchaser is under an obligation to enable Multifill to deliver the ordered products to him on the day of delivery. Should the purchaser not comply with this obligation Multifill will store the ordered products or have the ordered products stored in its warehouse or elsewhere. The purchaser is under an obligation to compensate Multifill for the costs associated with such storage.

5.5 The delivery date is based on the work circumstances at the time that the agreement was concluded and the timely supplying of product (parts) to Multifill. Should there be a delay as a result of a change in the planned work circumstances or the supply of product (parts) that were ordered in time but are not delivered in time, the delivery date will be moved forward by the length of the delay as far as is reasonable. A – reasonable, taking into account all circumstances – delay in terms of the initially agreed upon delivery date does not give the purchaser the right to dissolve or nullify the agreement with Multifill. The purchaser furthermore has no claim to damage compensation in this case.

5.6 All unique remnants that remain after the conclusion of the task will be passed on to the purchaser within a reasonable period of time, unless otherwise agreed.

5.7 In the case of returns for whatsoever reason, the costs associated with them are for the account of our contract partner, in addition, also the goods and the transport thereof are at the risk of our contract partner. The return is only complete after actual receipt of the goods.

5.8 In the case of an order for products that, on the grounds of one (or more) legislative provision(s), may only be delivered to licensees, the purchaser binds himself to Multifill to always, and to fully comply with all relevant existing legal provisions with regards to the storage and sale of such products.

### Article 6 OWNERSHIP AND RESERVATION OF OWNERSHIP

6.1 All products delivered, and still to be delivered, to the purchaser remain the property of Multifill, for as long as the purchaser has not yet fully complied with all his payment obligations resulting from any agreement concluded with Multifill.

6.2 The purchaser is not authorised to pledge, encumber in some other manner, or partially or completely sell the products to a third party in any other manner than falls within the normal execution of his business activities, before full payment has been made.

### Article 7 GUARANTEE

7.1 Multifill manufactures the products with the greatest possible care in terms of quality, composition, characteristics, user application and the absence of product defects. The purchaser is however required to monitor this himself within a reasonable period of time after receipt thereof.

7.2 The risk that the products, due of their nature, are not suitable for the application(s) for which the purchaser wants to use them, lies with the purchaser, irrespective of what Multifill told the purchaser about its composition and application possibilities.

7.3 Products are filled according to e-norm or nominally. In the latter case there is no maximum limit for the filling volume per filling unit.

7.4 Multifill never guarantees the absence of defects that are the result of compliance with any legally binding regulatory provision with regards to the nature or the quality of the commodities or materials used to make the delivered products.

### Article 8 NOTIFICATION

8.1 A notification must be made in written form immediately after the discovery of a flaw, for which Multifill is responsible, according to these terms and conditions. On condition that, should this have to do with an externally visible defect, the notification must take place within no less than eight (8) days after delivery.

8.2 Should a notification be justified, Multifill will manufacture, replace, or compensate to the purchaser for the products (or parts thereof) to which the notification refers, at the discretion of Multifill. Compensation will be possible exclusively with regards to those products that have not yet reached their expiry date at the time of their return to Multifill.

### Article 9 RETURNS

9.1 Products delivered by Multifill and received by the purchaser may only be returned to Multifill after written permission from Multifill and under the conditions stipulated by Multifill.

9.2 Costs associated with the return of products delivered to the purchaser are to be borne by the purchaser, with the exception of the return of products for which it has been determined that they have faults and/or defects as intended in 7.1, in which case the costs mentioned will be borne by Multifill.

### Article 10 LIABILITY FOR DELIVERED PRODUCTS

10.1 Multifill is, with the exception of what is applicable in terms of what has been stipulated so far in 7.1 and 7.2, not liable to the purchaser for damage caused to persons or products other than those that were delivered by Multifill, insofar as these are the result of incompetent use of the products delivered by Multifill, or any activity that goes against the user instructions.

10.2 Multifill is not liable to the purchaser for damage as a result of any delivery as intended in 5.3.

10.3 Multifill is, with the exception of what is applicable in terms of what has been stipulated so far in 7.1 and 7.2, not liable to the purchaser or insurer who as to their rights are subrogated respectively, for damage caused to persons or to products other than those delivered by Multifill, that arise as a result of, or in connection with, the execution of any agreement, between Multifill and the purchaser, should the purchaser have insured himself, or could insure himself, against such damage.

10.4 Multifill is not liable to the purchaser for damage, should this damage reach an amount that is higher than the amount of the invoice, excluding sales tax, of the delivered products.

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### Article 11 NON-PERFORMANCE

11.1 Should the purchaser fall short with regards to complying with any obligation that he has towards Multifill – also in the case of a request for a moratorium on payment, the (provisional) obtaining of a moratorium on payment, bankruptcy application, -declaration, or –claim, bankruptcy or liquidation or cessation of (a part of) the company of the purchaser – Multifill is, without any reduction in the rights that it still has and without any obligation in terms of damage compensation, authorised to dissolve the agreement(s) completely or in part with immediate effect or to suspend the (further) execution of the agreement(s).

11.2 Should Multifill dissolve the agreement(s) on the grounds of what has been stipulated in 11.1, whatever the purchaser owes Multifill of whatever nature also becomes immediately payable to Multifill without any reduction in the remaining rights of Multifill, and Multifill will be entitled to immediately suspend the further execution of any task.

11.3 Should proper compliance by Multifill not be possible either completely or partially, because of one or more circumstances, which were not considered by Multifill, including the circumstances referred to in 11.4, whether it be temporarily or permanently, Multifill has the right to dissolve the agreement(s) with the purchaser.

11.4 Circumstances that in any case are not considered upfront by Multifill, are: behaviours, with the exception of intent or conscious recklessness of persons who are used by Multifill in the execution of the agreement with the purchaser; lack of suitability of products used by Multifill in the execution of the agreement with the purchaser; execution of one or more rights by a third party against the purchaser with regards to some failure of the purchaser in complying with an agreement concluded between the purchaser and the relevant third party in connection with the products delivered by Multifill; labour strike, workers' lockout, illness, import-, export-, and/or transit ban, transport problems, non-compliance with the obligation by subcontractors of Multifill, malfunctions in the products, natural and/or nuclear disasters and war and/or threats of war.

### Article 12 INDEMNIFICATION

12. The purchaser is required to indemnify Multifill against all third party claims for damage compensation against Multifill with regards to the execution of any agreement concluded between Multifill and the purchaser and the purchaser is liable for all costs resulting therefrom, unless there is mention of intent or conscious recklessness on the part of Multifill.

### Article 13 SECURITY

13.1 The purchaser is required, at the first request of Multifill, to make an advance payment to Multifill for the products ordered by the purchaser or to provide sufficient security for the comprehensive fulfilment of all obligations in terms of tasks executed or tasks either completely or partially still to be executed by Multifill in every form desired by Multifill.

13.2 Should the purchaser not comply with a request made by Multifill as intended in 13.1, then whatever the purchaser owes Multifill of whatever nature, without regards to the remaining rights of Multifill, is immediately payable and Multifill will be entitled to immediately suspend the further execution of any task.

### Article 15 DELIVERY BY THE PURCHASER

15.1 Should the purchaser prescribe materials to Multifill or supply Multifill with materials, which Multifill then processes at the instruction of the purchaser in making the product that Multifill is to deliver to the purchaser, the purchaser guarantees that these materials comply with environmental legislation and/or -prescriptions effective at the time of delivery.

15.2 Should new environmental legislation and/or -prescriptions become effective on materials as intended in 15.1 during the execution of the task by Multifill, Multifill is entitled to either completely or partially dissolve the agreement or to suspend the (further) execution of the agreement.

15.3 Should Multifill dissolve the agreement(s) on the grounds of what has been determined in 15.2, then whatever the purchaser owes Multifill of whatever nature, without regards to the remaining rights of Multifill, is immediately payable and Multifill will be entitled to the immediate suspension of further execution of any task.

### Article 16 APPLICABLE LAW AND COMPETENT COURT

16.1 Dutch law applies to all legal relationships between Multifill and the purchaser.

16.2 The competent court in Utrecht is exclusively authorised to deal with all disputes that may arise from the (execution of) any agreement between Multifill and the purchaser as well as all disputes surrounding these terms and conditions.

### Article 17 CONVERSION

17. Should, and in as far as, on the grounds of the reasonableness and fairness or the unreasonably onerous character of any stipulation of these terms and conditions, no appeal can be made, that stipulation will in any case, with regards to content and scope, be interpreted in such a way as to retain a significance that is as consistent as possible with the original, so that there can indeed be recourse to it.

### Article 18 DEPOSIT

18. These general sales- and delivery terms and conditions are deposited at the Chamber of Commerce and Industry in Utrecht.