

GENERAL CONDITIONS OF SALE AND DELIVERY OF LUTÈCE B.V.

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Clause 1 - Applicability

- 1.1 In these general conditions of sale and delivery, "Lutèce" refers to: Lutèce B.V. (Handelstraat 8, 5961 PV Horst) and/or a company affiliated to Lutèce B.V. In these general conditions of sale and delivery, "product" or "products" means: articles offered or delivered by Lutèce.
- 1.2 These conditions apply to all quotations and/or contracts prepared or entered into by Lutèce with third parties (hereafter "the Client") and to also their execution.
- 1.3 These conditions apply to the exclusion of any general conditions operated by the Client.
- 1.4 The Client may only invoke clauses deviating from these conditions if and in so far as Lutèce has accepted them in writing.

Clause 2 – Quotations, orders and contracts

- 2.1 All quotations from Lutèce are non-binding. Orders and acceptances of quotations by the Client are irrevocable.
- 2.2 Lutèce is only bound if it has confirmed the acceptance of the quotation in writing or has started to fulfil the order. Moreover, Lutèce is only bound to that which it has agreed.
- 2.3 The Client must report any actual or alleged inaccuracies in the order confirmation to Lutèce in writing within 2 working days of the date of the confirmation, failing which the order confirmation shall be deemed to accurately and fully reflect the contract.
- 2.4 Verbal assurances or agreements by or with its personnel are not binding upon Lutèce until after and insofar as it has confirmed them, in writing.
- 2.5 These general conditions shall apply in full to any alterations to the contract.

Clause 3 - Conformity

- 3.1 Lutèce exercises the greatest possible care in its statements about numbers and/or other specifications relating to its products. However, Lutèce cannot guarantee that no discrepancies will occur. On taking delivery of the products, the Client must check that the products correspond to the numbers and/or other specifications stated by or agreed with Lutèce. Lutèce shall be entitled at all times to deliver up to 5% more or less than the agreed quantity and to adjust the invoices accordingly.
- 3.2 Samples, illustrations, descriptions, catalogues, advertising material and quotations are not binding upon Lutèce.
- 3.3 The Client must satisfy itself that the products it plans to order and/or has ordered and their packaging, labels and other information comply with all provisions relating to such matters laid down by the authorities in the country of destination. The Client bears the risk for the use of the products and compliance with the provisions of government authorities.

Clause 4– Information and indemnification

- 4.1 The Client vouches for the accuracy, completeness and reliability of the data and information supplied to Lutèce by him or on his behalf. Lutèce is only obliged to fulfil or continue with the fulfilment of the order if the Client has supplied all the data and information requested by Lutèce. If data required for the performance of the contract is not supplied to Lutèce, or not supplied punctually or in accordance with the agreements, or if the Client otherwise fails to fulfil his commitments, Lutèce shall also have the right to charge the Client for actual costs incurred due to the Client's failure, at the usual rates applied by Lutèce.
- 4.2 Furthermore, the Client will indemnify Lutèce as well as employees of Lutèce in respect of claims by third parties, including employees of Lutèce, who suffer damages in connection with the performance of the contract as a consequence of the Client's actions or neglect, the inaccuracy or incompleteness of data or information supplied by or on behalf of the Client and/or unsafe situations at its business or within its organisation.

Clause 5 - Prices

- 5.1 Prices quoted by or agreed with Lutèce include packaging costs (except the costs of durable packaging and labels referred to in clause 7), but are exclusive of VAT, import and export duties, excise duties and other taxes or levies imposed or levied on the products and their transportation.
- 5.2 Prices quoted by Lutèce are calculated for delivery ex factory/warehouse, unless notified otherwise in writing.
- 5.3 For orders below a volume stipulated by Lutèce, Lutèce is entitled to levy a surcharge to cover order and administration costs in accordance with the relevant rules operated by Lutèce at the time the contract is concluded.
- 5.4 With regard to products not yet delivered, Lutèce reserves the right to change selling prices, discounts and/or conditions of sale, to the prices, discounts and/or conditions of sale in force on the day of delivery. In this case, the Client is entitled to dissolve the contract, if it has not already been performed for all practical purposes, by registered letter sent to Lutèce within 8 days of notification of the change, unless the change is to the Client's advantage.
- 5.5 If Lutèce has taken on additional work and/or services without explicitly agreeing a price, in writing, it shall be entitled to charge the Client the costs actually incurred and/or Lutèce's usual rates for such work and/or services.
- 5.6 If cost-determining factors, including taxes, excise duties, import duties, exchange rates, wages, the prices of goods and/or services (whether or not purchased from third parties by Lutèce) change after a quotation is given and/or a contract is concluded, Lutèce is entitled to adjust its prices accordingly.

Clause 6 – Delivery

- 6.1 The Incoterms applicable at the time are conclusive as regards the meaning of the terms used by Lutèce and the Client to describe transportation and deliveries. Unless agreed otherwise, delivery is ex factory.
- 6.2 Quoted delivery dates are approximate and must never be viewed as firm dates. If the delivery period is exceeded, Lutèce shall not be obliged to pay any compensation and the Client shall not have the right not to honour or to suspend its obligations under the contract. However, the Client is entitled to dissolve the contract if and insofar as Lutèce has not executed the order within a period set by

the Client that is at least equal to the delivery period originally quoted or agreed. In that case, Lutèce shall not owe compensation.

- 6.3 The delivery period is based on working conditions applicable at the time of conclusion of the contract and on punctual delivery of goods needed by Lutèce to fulfil the contract. If a delay occurs due to changes in working conditions and/or late delivery of goods needed by Lutèce, the delivery period will be extended as far as is necessary.
- 6.4 The delivery period will be extended by the length of the delay incurred by Lutèce due to non-fulfilment by the Client of any obligation arising from the contract or his failure to cooperate as requested in connection with the performance of the contract.
- 6.5 Delivery of the products is effected at the point in time that the products are set aside for the Client. The products are for the account and at the risk of the Client as of the time of delivery, even if ownership has not yet been transferred.
- 6.6 Lutèce decides how and by whom the products will be transported, unless agreed otherwise in writing. Products are transported at the Client's risk. The Client is obliged to take delivery of the products as soon as they arrive at the destination. The Client is responsible for providing adequate loading and unloading facilities and for swift unloading.
- 6.7 Loading and unloading, as well as packing up, repacking and packaging are for the account and at the risk of the Client, even if Lutèce assists the Client with this.
- 6.8 If the Client does not take delivery of the goods or collect them/have them collected, the goods will be stored for the account and at the risk of the Client as long as Lutèce deems this to be desirable and/or necessary. In that case, and also in the event of any other failing, attributable or otherwise, on the part of the Client, Lutèce is always entitled at its discretion either to demand fulfilment of the contract or to dissolve the contract (out of court), all of this without prejudice to its rights to compensation for loss incurred and loss of profits, including storage costs.
- 6.9 Lutèce is not obliged to honour a request from the Client to redeliver or deliver at a later date. If Lutèce does agree to such a request, the associated costs shall be for the account of the Client.
- 6.10 Lutèce is entitled to fulfil a contract in consignments and to demand payment for each consignment that is fulfilled.

Clause 7 – Packaging

- 7.1 Lutèce decides how the products are to be packaged.
- 7.2 Durable packaging materials, such as pallets and other returnable materials, remain Lutèce's property and must be returned to Lutèce by the Client. Lutèce is entitled to charge the Client a sum for the use of these durable packaging materials, which sum shall be repaid once the packaging materials are received by Lutèce, undamaged.
- 7.3 If the products have labels mentioning a brand other than Lutèce's own brands, these labels are for the Client's account.
- 7.4 The Client may not use or trade packaging originating from or delivered via Lutèce other than with the original content of the packaging as delivered by Lutèce.

Clause 8 – Force majeure

- 8.1 If Lutèce is prevented from fulfilling the contract by force majeure, Lutèce has the right to suspend the performance of the contract and as a consequence it can no longer be held to the stated delivery period. The Client cannot enforce any right to compensation for loss, costs or interest on account of this.
- 8.2 Force majeure includes: war; threat of war; mobilisation; riot; state of siege; strikes, lightning strikes, working to rule and lockouts; fire; accidents and illness suffered by personnel; interruptions to work; transport delays; hindrances due to statutory provisions; import/export restrictions or other restrictions imposed by government authorities; lack of raw materials; production or transport problems not foreseen by Lutèce; and any other circumstance that is not solely dependent on the will of Lutèce, such as the failure of third parties engaged by Lutèce to deliver goods or services or to deliver them on time.
- 8.3 In the event of force majeure, Lutèce has the right to dissolve that part of the contract that it cannot fulfil by means of a written statement. If the force majeure continues for more than 6 weeks, the Client shall also have the right to dissolve that part of the contract that cannot be fulfilled, by means of a written statement.
- 8.4 If Lutèce has already partially fulfilled its obligations or is only able to partially fulfil its obligations when the force majeure occurs, it is entitled to send a separate invoice for the part that has already been delivered or which can be delivered and the Client is obliged to pay this invoice as if it related to a separate contract.

Clause 9 – Guarantee and complaints

- 9.1 Lutèce guarantees the reliability of the products it supplies in accordance with what the Client can reasonably expect under the contract. If faults nevertheless occur in the products delivered by Lutèce, Lutèce will repair these faults or arrange for them to be repaired, replace some or all of the products affected or reduce the price by a reasonable amount, all of this at Lutèce's discretion and in its sole opinion. This guarantee applies for 6 months after delivery, unless explicitly agreed otherwise in writing.
- 9.2 In all instances, faults occurring in or that are due wholly or in part to the following are excluded from the guarantee:
- (i) if the Client processes the products, unless Lutèce explicitly mentions a specific processing procedure in its documentation, brochures etc. or has given its written permission without any reserves;
 - (ii) if the Client or its personnel transport, handle, use, process or store the products incorrectly or contrary to instructions given by or on behalf of Lutèce or use them for a purpose other than that normally intended;
- 9.3 The Client must carefully inspect the products immediately upon delivery or have them inspected on its behalf, on penalty of forfeiting all rights to complain and/or rights to a guarantee. Any complaints relating to the quantity of products delivered must be noted on the consignment note or delivery note immediately upon taking delivery, failing which the quantities stated on the consignment note or delivery note shall constitute binding evidence against the Client.
- 9.4 Claims under the guarantee must be notified to Lutèce by registered letter within 8 days of a fault occurring. If a complaint is not made within this period, any claim against Lutèce shall be forfeited.
- 9.5 If the Client makes a complaint, he is obliged to allow Lutèce to inspect the products or have them inspected to ascertain the fault. The Client must put the

- 9.6 products about which a complaint is being made at the disposal of Lutèce, on penalty of forfeiting all rights to make a complaint and/or rights to a guarantee. Products that have been sold can only be returned to Lutèce after obtaining authorisation in writing and instructions for dispatch and/or other instructions from Lutèce, regardless of the reason for the return. Transport costs and all associated costs are for the account of the Client and the products shall remain for the account and at the risk of the Client at all times. Lutèce will reimburse transport costs if it is established that there has been an attributable failing on the part of Lutèce.
- 9.7 Any faults affecting some of the supplied products do not give the Client the right to reject or refuse the entire consignment of supplied products.
- 9.8 Any right to a guarantee or to make a complaint shall be forfeited if the Client does not fulfil, does not properly fulfil or does not punctually fulfil any obligation vis-à-vis Lutèce ensuing from the underlying contract.
- 9.9 Complaints shall not suspend the Client's payment commitments.
- 9.10 After discovering a fault in a product or service, the Client is obliged to do everything possible to avoid or limit loss, expressly including, if necessary, immediate cessation of use, processing and/or trading.
- 9.11 The Client must notify Lutèce, in writing, of any actual or alleged inaccuracies in Lutèce's invoices within 5 working days of the invoice date, failing which the Client will be deemed to have approved the invoice.

Clause 10 – Retention of title

- 10.1 Lutèce retains title to products delivered or to be delivered until the Client has met Lutèce's claims in respect of the products delivered or to be delivered in full, including claims on account of breach of one or more contracts.
- 10.2 If the Client fails to fulfil his obligations, Lutèce is entitled to take back, or arrange for others to take back on its behalf, the products that belong to it from the place where they are located, at the Client's expense.
- 10.3 The Client does not have the right to pledge products that have not yet been paid for or to transfer ownership of such products other than in the course of its normal business operations.
- 10.4 The Client is obliged to exercise due care when storing products delivered subject to retention of title and must store them in such a way that they are recognisably the property of Lutèce.
- 10.5 The Client has no right of retention vis-à-vis Lutèce with respect to the products supplied by Lutèce.

Clause 11 – Right to complain

- 11.1 If the Client does not honour his payment commitments, or does not honour them properly or punctually Lutèce is entitled, within 6 weeks of the period for payment elapsing, or within 60 days of the products being stored by or on behalf of the Client, to send a written statement asking for the return of the products delivered and thereby dissolve the contract with immediate effect. The Client will then return the products to Lutèce immediately, at his expense.
- 11.2 If the Client has effected partial payment for the products delivered by Lutèce, Lutèce has the right to either ask for the return of the products not paid for or a proportionate number of the delivered products or to ask for the return of the delivered products, repaying the sum already paid and setting off the loss suffered and costs incurred by Lutèce due to this non-fulfilment, all without prejudice to the other rights allotted to Lutèce by law. The Client will then return the products to Lutèce immediately, at his expense.

Clause 12 - Payment

- 12.1 Unless agreed otherwise in writing, invoices from Lutèce must be paid within 14 days of the invoice date, in the currency stated on the invoice and only by the payment method indicated on the invoice. Lutèce has the right at all times to demand payment or part payment in advance and/or to obtain another form of security for payment.
- 12.2 Lutèce is entitled to send separate invoices for partial deliveries.
- 12.3 If payment is not received on time, the Client will be charged interest on the invoice amount without further notice of default at 1% per month, calculated from the due date up to and including the date of payment. Part of a month shall be treated as a whole month.
- 12.4 All costs incurred in connection with collection, including extrajudicial collection charges and pre-procedural charges are for the account of the Client. Extrajudicial collection charges will amount to at least 15% of the sum to be collected, subject to a minimum charge of € 150.
- 12.5 The Client waives any right to set off amounts owed by both sides. Lutèce is entitled at all times to set off all that it owes to the Client against that which the Client and/or companies affiliated to the Client owe(s) to Lutèce, whether or not it is due for payment, subject to conditions or a time limit.
- 12.6 The full invoice amount will be immediately payable, in full, if an agreed instalment is not paid promptly on the due date, if the Client is declared bankrupt, if the Client applies for a (provisional) suspension of payments, if the statutory debt rescheduling arrangement (WSNP) is declared to apply to the Client or an application is made for a guardianship order upon the Client, if the property and/or receivables of the Client are attached, if the Client dies, goes into liquidation or his company is dissolved. If any of the situations mentioned above occurs, the Client must inform Lutèce of this immediately.
- 12.7 Payments made by the Client always serve first to settle costs that are owed, then interest due and finally, the invoices that are due and have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

Clause 13 – Cancellation and compensation

- 13.1 The Client may not cancel an order once it has been placed. If nevertheless the Client does cancel all or part of an order after it has been placed, it will be liable to compensate Lutèce for all costs reasonably incurred with a view to fulfilling this order, for the work done by Lutèce and for loss of profits suffered by Lutèce, plus VAT.

Clause 14 - Advice

- 14.1 All advice given by Lutèce and notifications and/or specifications provided by Lutèce with regard to qualities or features of products to be delivered by Lutèce are entirely without obligation and are provided by Lutèce by way of non-binding information. Lutèce gives no guarantee whatsoever in this respect.

- 14.2 Lutèce is not liable for any direct or consequential loss, in any form and on whatever grounds, arising from the provision of the information and/or advice referred to in 14.1. The Client indemnifies Lutèce in respect of all claims by third parties in this connection, except in the event of gross negligence or intent on the part of Lutèce.
- 14.3 Unless Lutèce has given its prior written consent, the Client is not permitted to publish or to make available to third parties the content of advice, opinions or other statements provided by Lutèce, whether or not in writing.

Clause 15 - Liability

- 15.1 Apart from the provisions of clause 9, the Client has no liability whatsoever vis-à-vis Lutèce on account of faults in or related to products supplied by Lutèce. Therefore, Lutèce is not liable for any direct and/or consequential loss, including personal injury and damage to property, sentimental loss, consequential loss (loss consequential on business interruption and/or business coming to a standstill) and any other loss, whatever the cause, except in cases of gross negligence or intent on its part.
- 15.2 Lutèce is also not liable in the sense envisaged above for the actions of its employees or other persons who fall within its scope of risk, including negligence, gross negligence or intent on the part of these persons.
- 15.3 Damage to products caused by damage to or destruction of packaging is for the account and at the risk of the Client.
- 15.4 If, based on facts and/or circumstances known to it at the time, Lutèce proceeds to exercise its right to suspend performance or its right of dissolution and it is subsequently established irrevocably that this right was exercised mistakenly, Lutèce is not liable and will not be liable to pay any form of compensation, except in the case of gross negligence or intent on its part.
- 15.5 In all cases in which Lutèce is liable to pay compensation this will never exceed, at the discretion of Lutèce, either the invoice value of the goods and/or services supplied through which or in connection with which the loss was incurred, or, if the loss is covered by Lutèce's company liability insurance, the amount actually paid out by the insurer.
- 15.6 All claims against Lutèce, except those acknowledged by Lutèce, shall automatically expire once a period of 12 months has elapsed after the claim arose.
- 15.7 The Client indemnifies Lutèce, its employees and any persons engaged by Lutèce to help with the performance of the contract against all claims from third parties, including claims based on product liability, in connection with the performance of the contract by Lutèce, regardless of the cause, and also against costs incurred by Lutèce arising from this.

Clause 16 – Intellectual property

- 16.1 All intellectual and industrial property rights with regard to the products and their design, as well as with regard to items developed and/or used by Lutèce in the performance of the contract, belong to Lutèce, unless they already belong to third parties and unless agreed otherwise in writing.
- 16.2 The Client is not permitted to remove or change any indication of copyright, trademarks, trade names or other intellectual or industrial property rights from the products.

Clause 17 - Representation

- 17.1 If the Client is acting on behalf of one or more others, then without prejudice to the liability of those others, the Client shall have the same liability vis-à-vis Lutèce as he would have were he himself the Client.

Clause 18 – Concluding provisions

- 18.1 The invalidity or capability of being annulled of any provision of these conditions or of contracts to which these conditions apply does not affect the validity of the other provisions. Lutèce and the Client are obliged to replace invalid provisions or provisions that have been annulled with provisions that, as far as possible, have the same effect as the invalid provision or provision that has been annulled.
- 18.2 All disputes between Lutèce and the Client will in the first instance be adjudicated exclusively by the Court in Roermond, always subject to the mandatory competence of another Dutch court and unless Lutèce gives preference to another competent court, ignoring this clause.
- 18.3 All contracts concluded by Lutèce are governed solely by the laws of the Netherlands.
- 18.4 The operation of any international treaties concerning the sale of movable physical property, where their operation between parties can be ruled out, does not apply and is hereby expressly ruled out. In particular, the applicability of the Vienna Sales Convention 1980 (Convention on the International Sale of Goods 1980) is expressly ruled out.
- 18.5 In the event of disagreement about the interpretation of these general terms and conditions the Dutch text is binding.