

GENERAL TERMS AND CONDITIONS OF PURCHASE OF SEVA GROUP B.V.

Filed at the Court Registry of the District Court of The Hague

Dated 8th June 2018 under no. 24/2018

ARTICLE 1. DEFINITIONS

In the present general terms and conditions and the Agreements governed by such general terms and conditions, the following terms shall have the following meaning:

Agreement: the agreement between SEVA and the Supplier.

Representative: all natural persons / legal entities engaged by SEVA to fulfil an Agreement.

SEVA: the private limited liability company under Dutch law SEVA Group B.V. having its registered office in Roermond and/or subsidiary companies of SEVA Group B.V. and/or companies/legal entities SEVA Group B.V. has a participating interest in (joint ventures).

Supplier: the natural person / legal entity who supplies goods or services in favour of SEVA.

ARTICLE 2. APPLICABILITY

- 2.1 By filing these general terms and conditions at the Court Registry of the District Court of The Hague (Den Haag), all preceding purchase terms and conditions of SEVA shall lapse.
- 2.2 These general terms and conditions are applicable to and form part of all (future) legal relationships between SEVA and the Supplier, and are applicable to all pre-contractual situations between SEVA and the Supplier, including but not limited to negotiations and quotations, even if these do not lead to the conclusion of an Agreement.
- 2.3 Deviating terms and conditions exclusively apply insofar as these have been explicitly accepted in writing by SEVA, and shall only apply to the Agreement(s) concerned.
- 2.4 Any arrangements with staff or Representatives of SEVA shall not be binding upon SEVA, unless confirmed in writing by SEVA.
- 2.5 The applicability of general terms and conditions of the Supplier is explicitly precluded.
- 2.6 Changes of and additions on any provision in the Agreement shall only be valid if laid down in writing and signed by both parties.
- 2.7 The Agreement, including but not limited to all governing terms and conditions, expresses the full contents of the rights and obligations of the parties and shall replace all preceding written and verbal arrangements, statements and/or comments of the parties.
- 2.8 If any provision of these general terms and conditions is not valid, regardless of the grounds, the other terms and conditions shall remain in force, and the parties shall negotiate on the contents of a new provision, which provision shall approximate the contents of the original provision as much as possible.
- 2.9 In the event of any difference between the filed text of these terms and conditions on the one hand and texts that are printed, translated and/or circulated otherwise, the filed text shall exclusively apply.

ARTICLE 3. CONCLUSION OF THE AGREEMENT AND TERMINATION

- 3.1 The Agreement shall only be concluded by SEVA's written acceptance or confirmation of an agreement or offer from the Supplier or by the Suppliers' factual (start with the) supply of the goods / services in accordance with the request of application of SEVA.
- 3.2 Offers are free of charge for SEVA.
- 3.3 Offers from the Supplier are binding for the Supplier.
- 3.4 Offers must be definite, detailed and complete and must contain everything which is required for the full supply of the goods or services offered.
- 3.5 The Supplier is obliged to acquire all permissions, certificates and/or licences that are required for the execution of the agreement, in time and on behalf of the Supplier.
- 3.6 The Supplier indemnifies SEVA for any costs or damage resulting from non-fulfilment of the obligation(s) mentioned in paragraph 3.5.
- 3.7 Should the Supplier wish to implement changes relating to the size or scope of the Agreement, such changes should be discussed with SEVA in advance and the implementation of such changes will only be allowed if they have been confirmed in writing by SEVA.

- 3.8 Unilateral termination of the Agreement by the Supplier shall be null and void, unless SEVA agrees to such termination in writing.
- 3.9 Notwithstanding SEVA's other rights under the Agreement, SEVA may terminate the Agreement or reduce the (amount of) goods for any reason and at any time by notifying the Supplier in writing.
- 3.10 SEVA is entitled to dissolve the Agreement immediately in whole or in part (out of court):
 - a. in the event of non-fulfilment or fulfilment by the Supplier that is not in time, not properly or not complete of one or more of its commitments towards SEVA, or if SEVA has valid grounds to fear that the Supplier shall not, not in time, not properly or not completely fulfil the Agreement;
 - b. in the event of bankruptcy, administrative receivership or placement of the Supplier under legal restraint;
 - c. in the event of proof otherwise of (a valid ground for) inadequate cash flow on the part of the Supplier;
 - d. in the event of a decision to and/or proceeding to liquidation of the Supplier or to terminate the business activities of the Supplier or to sell the business activities of the Supplier or if the nature of the business activities of the Supplier changes fundamentally in the opinion of SEVA;
 - e. if a seizure is made on the capital of the Supplier in whole or in part, and if such seizure is not lifted within fourteen days;In all of these cases, SEVA shall be released from its unfulfilled commitments, it being understood that SEVA shall be compensated by the Supplier for any suffered loss, loss of profit and/or other damage, this without prejudice to other rights of SEVA, such as the right to suspend its own commitments.
- 3.11 SEVA is not held to payment of any damages towards the Supplier in the event of termination of the Agreement in accordance with the provisions of this article.

ARTICLE 4. CONFIDENTIALITY / NON-DISCLOSURE

- 4.1 The Supplier shall maintain confidentiality towards third parties in the broadest sense of the word concerning any business information relating to SEVA or regarding SEVA, which has been brought or come to the knowledge of the Supplier by SEVA and/or within the framework of the offer or the Agreement.
- 4.2 The Supplier shall not provide Customers of SEVA with any information regarding prices and/or conditions in relation to the goods or services of the Agreement between SEVA and the Supplier or in relation to goods and/or services SEVA and the Supplier are negotiating about.
- 4.3 The Supplier shall not enter into an Agreement with or make an offer to a Customer of SEVA within 1 year after the Agreement between SEVA and the Supplier concerning the goods or services provided by SEVA to that Customer is completely settled.
- 4.4 The Supplier shall impose the same confidentiality duty upon persons appointed by him and upon his execution Representatives/employees.

ARTICLE 5. PUBLICITY

Except for prior written consent of SEVA, the Supplier may not use the name "SEVA" or the name of the Customer of SEVA neither in his publicity and advertisement publications, nor in any other way.

ARTICLE 6. PRICES AND PAYMENT

- 6.1 Prices shall be expressed in Euro, unless clearly stated otherwise on the offer.
- 6.2 All quoted prices are exclusive of taxes (such as turnover tax/VAT) and exclusive of all further duties, levies, rights or charges, if applicable.

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- 6.3 A payment made by SEVA shall serve only for the invoice that is referred to by SEVA (payment reference), unless agreed otherwise in writing.
- 6.4 All payments are due 60 days from the invoice date. Delay interest because of late payment may only be charged after SEVA has been formally notified by the Supplier.
- 6.5 In case interest are owed by SEVA, the lower of the following interest rates shall apply: either the 3-month interbank rate (BIBOR or euro interest rate applying on the date of the formal notice), or the legal interest rate applying on the date of the formal notice. The same rates shall apply if judicial interests are awarded.
- 6.6 If advanced payment is agreed, SEVA is entitled to demand proper security from the Supplier for its compliance to the Agreement.
- 6.7 All invoices of the Supplier shall contain the information required by the turnover tax legislation of the country SEVA is established, or of the country SEVA has pointed out, failing which entitles SEVA to postpone payment until this failure is cured.

ARTICLE 7. DELIVERY, DELIVERY TIMES, DEADLINES

- 7.1 SEVA determines the delivery term of the goods.
- 7.2 Unless explicitly agreed otherwise, the goods shall be delivered by SEVA "Delivery at Place" (DAP, edition of the Incoterms which is most recently issued by the International Chamber of Commerce at the time of conclusion of the agreement) at the location pointed out by SEVA. The transfer of risk to SEVA takes place at the moment of delivery.
- 7.3 The goods shall be delivered to SEVA on the date stated in the Agreement, along with all required documents / certificates. If no date is stated in the Agreement, the goods shall be delivered within 14 days from the date the Agreement was concluded.
- 7.4 Supplier is allowed to deliver the goods at an earlier date than the agreed delivery date, but only after providing SEVA with written notice at least 48 hours before the expected date and time of delivery.
- 7.5 Specified or agreed deadlines shall be considered as final dates. In case of expected late fulfilment, SEVA must receive a notice from the Supplier as soon as exceeding of the agreed delivery time is endangered.
- 7.6 The Supplier shall inform SEVA in time about the exact date the goods will be delivered.
- 7.7 If the deadline is exceeded, SEVA shall be entitled to either demand execution of the agreement by providing notice of default and a reasonable remedy period, or declare the agreement dissolved immediately.
- 7.8 SEVA is entitled to demand compensation of damages of 1% of the total price stated in the Agreement (to a maximum of 10%) for each week with which the delivery deadline has been exceeded, irrespective whether or not SEVA chooses to demand execution or declares the agreement dissolved and without prejudice to the possibility of SEVA to claim compensation of all actual damage proven to be the result of the exceeding of the deadline.
- 7.9 However, article 7.8. does not apply if the Supplier provides SEVA with decent prove that due to Force Majeure it was absolutely impossible for the Supplier to observe the agreed deadlines, and if, immediately after the Supplier had knowledge of the Force Majeure, he has notified SEVA thereof in writing.
- 7.10 SEVA is entitled to suspend a delivery date / deadline, without SEVA becoming obliged to pay any compensation, cost or damages.
- 7.11 The Supplier delivers the goods at once, unless partial delivery is explicitly agreed in writing.
- 7.12 Ownership of the goods is transferred at the time of delivery of the goods. The unilateral inclusion of a reservation of title clause in the general terms or any other document of the Supplier (or contractor) is not opposable to SEVA, unless explicitly agreed in writing.

ARTICLE 8. PACKAGING

- 8.1 SEVA is entitled to request special packaging of the goods.
- 8.2 Unless explicitly stated in the Agreement, the Supplier shall not charge SEVA for any packaging costs.
- 8.3 The Supplier shall pack the goods properly.
- 8.4 SEVA is not obliged to return any packaging materials to the Supplier.

ARTICLE 9. QUALITY AND CONTROL

- 9.1 The Supplier guarantees that the supplied goods and the materials used are free from all visible and hidden defects, that they are in conformity with the stipulations of the Agreement, with all statutory and administrative provisions, and with the normal requirements of usefulness, reliability and life span. SEVA shall not be obliged to conduct immediate examinations.
- 9.2 The Supplier guarantees that all goods delivered are original and originating from the owner of the rights of intellectual property mentioned on (the labels of) the packaging/container/bottle.
- 9.3 The Supplier guarantees that all goods comply to national, European and other international legal requirements, rules and regulations.
- 9.4 The Supplier guarantees the presence of the original batch or code numbers on all goods (on the labels as well as the packaging of the goods), enabling the identification of the goods.
- 9.5 The Supplier shall provide SEVA or a third party appointed by SEVA with samples of the goods on request, free of charge.

ARTICLE 10. INDEMNIFICATION/LIABILITY

- 10.1 The Supplier shall be liable for any damages and/or costs resulting from non-fulfilment / non-compliance of the Agreement, including (but not limited to) indirect damage and business damage (such as loss of profit).
- 10.2 The Supplier shall subscribe appropriate insurance to cover all liability/damages the Supplier is liable for to a sufficient amount. SEVA is entitled, upon request, to inspect the insurance policy of the Supplier.
- 10.3 If SEVA is held liable by a third party engaged by the Supplier, or acting for or on behalf of the Supplier, for the compensation of damage caused by or during the stay on SEVA's company premises, the Supplier shall indemnify SEVA and shall compensate all damage as well as the expenses in and out of court.
- 10.4 The Supplier agrees to defend, indemnify, and save harmless SEVA from any claims for bodily injury or property damage, and any costs, expenses, or damages incurred as a result thereof, which are based solely on the negligence, gross negligence or intentional misconduct of the Supplier's employees, Representatives, (sub-)contractors, or which are caused by defects in the supplied goods.
- 10.5 SEVA shall not be liable for loss or damage of any of the Supplier's appliances, objects or materials.

ARTICLE 11. INDUSTRIAL / INTELLECTUAL PROPERTY

- 11.1 The Supplier guarantees that (the use of) the delivered goods does not infringe any industrial or intellectual property rights of third parties or any other rights of third parties (such as licences).
- 11.2 The Supplier guarantees that SEVA is allowed to use any trademarks, models or other words/signs protected by industrial/intellectual property rights with concern to the delivered goods in relation to trading/(whole)selling the goods to its customers, advertisements and/or marketing.
- 11.3 The Supplier guarantees that the delivered goods are fit for (whole) sale / are allowed to be freely traded on the market SEVA intends to sell or trade the goods on.
- 11.4 The Supplier shall indemnify SEVA against any claim from a third party infringement of patents, trademarks or other industrial / intellectual property rights, including against any damage on account of established or alleged violations by the supplied goods of any industrial or intellectual property rights.

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ARTICLE 12. IMPLEMENTATION

The Supplier is not permitted during the term of the Agreement and a period of one (1) year after termination of the Agreement, to enter into a contract of employment howsoever with staff and/or third parties put to work by or on behalf of SEVA with the Supplier, this on pain of a penalty payment of € 2,000.--, which is not subject to any reduction, for each violation per week that the violation continues.

ARTICLE 13. JOINT AND SEVERAL LIABILITY

If the Supplier are different persons and/or companies, these shall be jointly and severally liable for the fulfilment of the obligations under the Agreement.

ARTICLE 14. PUBLICATIONS

SEVA is entitled to make, process and publish photographs of the goods/services delivered to SEVA, for instance in its website, in brochures and/or in professional literature, without requiring SEVA to pay any compensation to the Supplier for this.

ARTICLE 15. APPLICABLE LAW / JURISDICTION CLAUSE

- 15.1 This Agreement has been construed in accordance with and is governed by Dutch law/law of The Netherlands. The applicability of the Vienna Sales Convention 1980 (CISG) is herewith precluded.
- 15.2 All and any disputes arising from or in connection with an Agreement shall initially be brought exclusively before the competent court in the Court District of The Hague (Den Haag).
- 15.3 If these terms and conditions are translated, the English text shall prevail in the event of any differences of interpretation between the English and the translated version.

GENERAL TERMS AND CONDITIONS OF SALE OF SEVA GROUP B.V.

Filed at the Court Registry of the District Court of The Hague

Dated 8th June 2018 under no. 23/2018

ARTICLE 1. DEFINITIONS

In the present general terms and conditions and the Agreements governed by such general terms and conditions, the following terms shall have the following meaning:
Agreement: the agreement between SEVA and the Customer.
Representative: all natural persons / legal entities engaged by SEVA to fulfil an Agreement.
Customer: the natural person / legal entity who assigns SEVA to deliver goods, or to perform a service, or who receives a quotation for it.
SEVA: the private limited liability company under Dutch law SEVA Group B.V. having its registered office in Roermond and/or subsidiary companies of SEVA Group B.V. and/or companies/legal entities SEVA Group B.V. has a participating interest in (joint ventures).

ARTICLE 2. APPLICABILITY

- 2.1. By filing these general terms and conditions at the Court Registry of the District Court of The Hague (Den Haag), all preceding terms and conditions of SEVA shall lapse.
- 2.2. These general terms and conditions are applicable to and form part of all (future) legal relationships between SEVA and the Customer, and are applicable to all pre-contractual situations between SEVA and the Customer, including but not limited to negotiations and quotations, even if these do not lead to the conclusion of an Agreement.
- 2.3. Deviating terms and conditions exclusively apply insofar as these have been explicitly accepted in writing by SEVA, and shall only apply to the Agreement(s) concerned.
- 2.4. Any arrangements with staff and/or Representatives shall not be binding upon SEVA, unless confirmed in writing by SEVA.
- 2.5. The applicability of general terms and conditions of the Customer is explicitly precluded.
- 2.6. Changes of and additions on any provision in the Agreement shall only be valid if laid down in writing and signed by both parties.
- 2.7. The Agreement, including but not limited to all governing terms and conditions, expresses the full contents of the rights and obligations of the parties and shall replace all preceding written and verbal arrangements, statements and/or comments of the parties.
- 2.8. If any provision of these general terms and conditions is not valid, regardless of the grounds, the other terms and conditions shall remain in force, and the parties shall negotiate on the contents of a new provision, which provision shall approximate the contents of the original provision as much as possible.
- 2.9. In the event of any difference between the filed text of these terms and conditions on the one hand and texts that are printed, translated and/or circulated otherwise, the filed text shall exclusively apply.

ARTICLE 3. QUOTATIONS

- 3.1. All SEVA's quotations are non-binding at all times, both as regards price, contents, implementation as well as delivery time. If a quotation contains a non-binding offer and this offer is accepted by the Customer, SEVA shall have the right to revoke the offer within three workdays after receipt of the acceptance.
- 3.2. The contents of all price lists, brochures and other data or information delivered together with a quotation has been stated as precisely as possible. The Customer cannot derive any rights therefrom. The relevant data shall only be binding upon SEVA if explicitly confirmed in writing by SEVA. Quotations are partly based on information submitted by the Customer.
- 3.3. Without prejudice to the provisions in article 3.1, SEVA's quotations have a limited term of validity of thirty days, unless stated otherwise in writing.

ARTICLE 4. CONCLUSION OF THE AGREEMENT AND TERMINATION

- 4.1. The Agreement shall only be concluded by SEVA's acceptance or confirmation of an assignment of the Customer or by SEVA's factual (start with the) implementation/execution of the assignment concerned. SEVA may demand to receive from the Customer a copy of SEVA's draft sales order /pro forma invoice signed by the Customer in advance.
- 4.2. For work for which in connection with the nature and scale no quotation or order confirmation is sent, the invoice shall also apply as order confirmation.
- 4.3. Every Agreement is concluded on the condition precedent of creditworthiness of the Customer.
- 4.4. Except in the event of an attributable failure to perform of the other party that is such that immediate termination of the Agreement is justified, SEVA and the Customer shall exclusively be able to dissolve an Agreement, being a continuing performance contract, by means of a written notice of termination to the other party, with due observance of a period of notice of three months.
- 4.5. SEVA is entitled to dissolve the Agreement immediately in whole or in part (out of court):
 - a. in the event of non-fulfilment or fulfilment by the Customer that is not in time, not properly or not complete of one or more of its commitments towards SEVA, or if SEVA has valid grounds to fear that the Customer shall not, not in time, not properly or not completely fulfil the Agreement;
 - b. in the event of bankruptcy, administrative receivership or placement of the Customer under legal restraint;
 - c. in the event of proof otherwise of (a valid ground for) inadequate cash flow on the part of the Customer;
 - d. in the event of a decision to and/or proceeding to liquidation of the Customer or to terminate the business activities of the Customer or to sell the business activities of the Customer or if the nature of the business activities of the Customer changes fundamentally in the opinion of SEVA;
 - e. if a seizure is made on the capital of the Customer in whole or in part, and if such seizure is not lifted within fourteen days;
 - f. if the Customer does not enable SEVA to make any deliveries, or fails to render its assistance thereto.In all of these cases, SEVA shall be released from its unfulfilled commitments, it being understood that SEVA shall be compensated by the Customer for any suffered loss, loss of profit and/or other damage, this without prejudice to other rights of SEVA, such as the right to suspend its own commitments. All and any amounts falling to SEVA shall be immediately due and payable, without requiring any further notice of default or warning.
- 4.6. SEVA is not held to payment of any damages towards the Customer in the event of termination of the Agreement in accordance with the provisions of this article.
- 4.7. If the Agreement is terminated prematurely, the Customer shall remain bound to pay the agreed price, less the savings arising directly for SEVA from the notice of termination of the Agreement.
- 4.8. Premature termination of the Agreement by the Customer shall release SEVA from its guarantee obligations where applicable.
- 4.9. Unilateral termination by the Customer shall be null and void, unless SEVA agrees to such termination in writing.
- 4.10. Returning of goods is exclusively permitted if agreed in writing and if it refers to the goods directly delivered to the relevant Customer by SEVA.

ARTICLE 5. CONFIDENTIALITY / NON-DISCLOSURE

The Customer shall maintain confidentiality towards third parties in the broadest sense of the word concerning any business information relating to SEVA or regarding SEVA, which has been brought or come to the knowledge of the Customer by SEVA and/or within the framework of the offer or the Agreement.

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Filed at the Court Registry of the District Court of The Hague

Dated 8th June 2018 under no. 23/2018

ARTICLE 6. PRICES

- 6.1. Prices are expressed in Euro, unless stated otherwise.
- 6.2. All quoted prices mentioned are exclusive of taxes (such as turnover tax /VAT) and exclusive of all further duties, levies, rights or charges as applicable payable in connection with the implementation of the Agreement, unless explicitly agreed in writing.
- 6.3. In case the goods or the services are destined to be delivered within the European market (Europese Unie) and therefore no taxes or levies are due, SEVA is nevertheless allowed to charge taxes and/or levies. As soon as the Customer provides SEVA with eligible proof that delivery has indeed taken place within the European Market, SEVA will provide the Customer with a credit note for these taxes and/or levies.
- 6.4. If prices and/or rates of price-determining factors, such as for instance wages, insurance premiums or changes in foreign exchange, are subject to an increase, regardless of the cause, SEVA shall be entitled to adjust the price accordingly.
- 6.5. SEVA reserves the right to adjust prices in the event of errors in quotations, invoices or other documents.

ARTICLE 7. PAYMENT AND RESERVATION OF TITLE

- 7.1. The payment of SEVA's invoices shall be effected in the currency stated on the invoice within the payment term stated on the invoice without any discount, withholding or set-off and net (regardless bank charges), The Customer shall never be entitled to suspend its payment obligations.
- 7.2. The value date stated in SEVA's bank statements shall qualify as date of payment.
- 7.3. If the Customer has not fulfilled its obligations towards SEVA within the agreed payment term, the Customer shall be in default by operation of law, without requiring any notice of default. From the moment when the Customer is in default until the date of full payment, the Customer shall owe the statutory (commercial) interest (Section 6:119(a) Dutch Civil Code) over the payable amount, without prejudice to SEVA's right to full damages by law. In the event of late payment, all amounts payable by the Customer to SEVA, regardless of the grounds, shall be immediately and completely payable, without requiring any further summons or notice of default.
- 7.4. All collection charges concerning what is due by the Customer, both judicial and extra-judicial expenses shall be borne by the Customer. SEVA is entitled to set these costs at a fixed amount of fifteen (15) per cent of the payable amount, with a minimum of € 750.
- 7.5. SEVA is entitled to demand security that is adequate in its opinion for the fulfilment of obligations of the Customer, if SEVA has valid grounds to fear that the Customer shall not fulfil its obligations. If such security is not furnished within fourteen days, the claim shall be immediately and completely payable, without requiring any further summons or notice of default.
- 7.6. The payments made by the Customer shall serve respectively for the payment of payable costs, interest, and subsequently for the oldest unpaid immediately payable invoice, even if the Customer indicates that the payment refers to a later invoice.
- 7.7. All invoices shall be deemed accepted and approved by the Customer if SEVA has not received any objection within seven (7) days after date of invoice, by e-mail or post.
- 7.8. SEVA shall remain the owner of what it has delivered until the Customer has paid the price for the delivered goods/services. If a new good is created with or from the goods delivered by SEVA for which the Customer fails to fulfil its commitments, this shall refer to a good formed by SEVA for itself and the Customer shall be the depositary thereof on behalf of SEVA as owner until the moment when the Customer has fulfilled its obligations.
- 7.9. SEVA is entitled (in the event of late payment) to recall delivered goods that are still its property and to access the rooms and places where such goods are located. SEVA is entitled - for the preservation of its rights - to inform third parties concerning its reservation of title.

ARTICLE 8. DELIVERY, DELIVERY TIMES, DEADLINES AND CONTROL

- 8.1. SEVA determines the shipment method of the goods.
- 8.2. Unless explicitly agreed otherwise, the goods shall be delivered by SEVA ex works/warehouse (EXW, edition of the Incoterms which is most recently issued by the International Chamber of Commerce at the time of conclusion of the agreement) location of the factory/warehouse.
- 8.3. Delivery deadlines take effect on the first working day after conclusion of the Agreement, after all relevant documents necessary or desired for the implementation of the Agreement by SEVA have been received, and after an agreed advance payment - if any - has been received by SEVA, or after an agreed security - if any - has been furnished by the Customer.
- 8.4. The deadlines specified or agreed by SEVA are based on the applicable circumstances upon conclusion of the Agreement. SEVA shall make its best effort to observe such deadlines.
- 8.5. Specified or agreed deadlines shall never be considered as final dates. In case of late fulfilment, SEVA must receive a notice of default in writing by the Customer, in which it must be allowed a reasonable deadline for fulfilment after all. Overstepping a delivery deadline shall not lead to any obligation for SEVA to pay any additional or alternative damages to the Customer.
- 8.6. Delivery deadlines shall be postponed if and as long as the Customer has not fulfilled its outstanding payment obligations towards SEVA, or if the Customer has not or not adequately fulfilled its obligation to provide the information and/or materials necessary for the delivery of the goods.
- 8.7. The Customer is liable towards SEVA for failure to deliver.
- 8.8. If the Customer does not enable SEVA to deliver the goods, SEVA is entitled to store the goods at a location determined by SEVA and at the risk and the expense of the Customer.
- 8.9. SEVA is entitled to stop the delivery of new goods, if and as long as the Customer has not fulfilled its outstanding payment obligations towards SEVA.
- 8.10. SEVA is entitled to make partial deliveries.
- 8.11. If it turns out during the execution of the agreement that the execution shall be delayed, SEVA shall be entitled to extend the delivery deadline by the number of days delay, also if the delay is caused by or is the result of a cause that is at the expense and risk of a supplier, staff or Representatives of SEVA.
- 8.12. The Customer shall see to a quick and adequate receipt of the goods. If it has been agreed that SEVA transports the goods, the Customer shall guarantee a good accessibility of the place of delivery.
- 8.13. Upon receipt of the goods, the Customer shall be held to check immediately on patent defects and flaws. All deviations and defects shall be recorded and specified by the Customer upon receipt on the bill of lading or delivery note, for lack of which it shall be established that the goods have been delivered in accordance with the Agreement. A copy of the bill of lading or delivery note shall be submitted immediately to SEVA.

ARTICLE 9. PACKAGING

- 9.1. SEVA is entitled to charge the Customer for packaging for use.
- 9.2. If special packaging is required or demanded by the Customer for goods, components, spare parts or materials to be delivered by SEVA, SEVA shall be entitled to charge the costs thereof to the Customer.
- 9.3. If special packaging is required or demanded by the Customer for goods, components, spare parts or materials to be delivered by SEVA, SEVA is not responsible or liable for any damage of default due to this packaging.
- 9.4. SEVA is not obliged to take back packaging material for single use.

ARTICLE 10. TRANSPORTATION OF GOODS

- 10.1. The Customer shall provide SEVA on request with all necessary information for the documents needed to transport the goods and to unload the goods.

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- 10.2. The Customer shall provide SEVA on request with a complete written list of all documents and/or formalities required for delivery of the goods at the location of the Customer.
- 10.3. SEVA shall not accept any responsibility for documents for the transportation / delivery of the goods based on information provided by the Customer or lack of information provided by the Customer.

ARTICLE 11. INTELLECTUAL PROPERTY

- 11.1. The Customer will hold SEVA harmless from and against any claim arising from actual infringement by The Customer of any third party Intellectual and/or Industrial property rights. The Customer shall immediately notify to SEVA any formal demand, claim and/or litigation related to such infringement, and shall provide reasonable support to SEVA or a third party pointed out by SEVA. Only SEVA will monitor any negotiation, litigation or amicable settlement.
- 11.2. Under no circumstances shall the Customer be allowed to use, unless with express and prior written authorisation of SEVA, corporate names, trade names, domain names, trademarks, logo's etc. undertakes to apply the delivered goods/services designs and documentation only for its own use and not to make these available to third parties howsoever, of SEVA or of SEVA's licensor(s). Respect of intellectual property rights of SEVA and SEVA's licensor(s) is of essence of the Agreement. Any failure in this regard shall constitute a material breach.
- 11.3. The Customer shall undertake not to take any action or do anything calculated or likely to harm the reputation of SEVA, its affiliates, licensors and/or products.
- 11.4. The Customer shall undertake not to take any action or do anything calculated or likely to harm the reputation of any corporate names, trade names, domain names, trademarks, logo's etc. of SEVA, its affiliates and/or licensors.

ARTICLE 12. LIABILITY

- 12.1. SEVA is only liable for damage suffered by the Customer, which is directly and exclusively caused by an attributable failure to perform on the part of SEVA, it being understood that, with due observance of the provisions hereinafter in article 14 (Warranty and complaints) only damage against which SEVA is insured shall qualify for compensation.
- 12.2. SEVA is not liable for any consequential damage, regardless of which kind (including but not limited to damage due to business interruption, loss of profit and/or loss of reputation). If so desired, the Customer is (also) held to take out an insurance against such damage.
- 12.3. SEVA is not liable for any damage caused by Representatives, even in the event of wilful intent or deliberate recklessness on the part of such Representatives.
- 12.4. SEVA is not liable for any damage and/or costs howsoever named, if such damage and/or costs arise from services, work and/or deliveries which were performed free of charge.
- 12.5. SEVA is not liable for damage howsoever named or caused by the fact that the Customer or a third party that it has engaged is present on SEVA's company premises.
- 12.6. SEVA is not liable for any damage caused by the application, use and processing of the delivered goods/services, nor for any damage caused by the use or follow-up action on information or advice with respect to the delivered goods/services as submitted by SEVA.
- 12.7. If and insofar as SEVA is liable, its liability shall be limited to the amount SEVA's insurance company covers per event, in which a series of connected event shall qualify as one event.
- 12.8. The liability limitations in this article shall not apply in the event of wilful intent and/or deliberate recklessness on the part of SEVA itself and/or its management.

ARTICLE 13. INDEMNIFICATION/LIABILITY OF THE CUSTOMER

- 13.1. If the Customer is liable under applicable law, these general terms and conditions, or pursuant to any Agreement and if SEVA is held liable by a third party within that scope, the Customer shall indemnify SEVA completely and shall compensate the damage suffered by SEVA.

- 13.2. If SEVA is held liable, by a third party engaged by the Customer, or acting for or on behalf of the Customer, for the compensation of damage caused by or during the stay on SEVA's company premises, the Customer shall indemnify SEVA and shall compensate all damage as well as the expenses in and out of court.

ARTICLE 14. WARRANTY AND COMPLAINTS

- 14.1. Any warranty provided by SEVA is not applicable if work has been carried out to the delivered goods/services by other(s) than SEVA or by Representatives.
- 14.2. Any warranty provided is not applicable if defects and/or damage is caused by:
- improper maintenance;
 - improper use;
 - wilful negligence;
 - fire, lightning, flooding, natural disasters and explosions, damage by third parties, vandalism or any cause coming from outside;
 - abnormal environmental pollution, including but not limited to aggressive atmosphere, harmful gases, dampen and/or chemicals;
 - excessive temperatures;
- 14.3. The Customer is obliged to check the delivered goods immediately at the time of delivery.
- 14.4. Complaints must be filed to SEVA in writing within 24 hours after delivery of the goods and the alleged defaults, defects or errors must be clearly described.
- 14.5. If the Customer files a complaint, SEVA shall be immediately given the opportunity to inspect any deviations and defects on the spot - or to have them inspected.
- 14.6. The Customer shall, if desired, be provided with (a) sample(s) of the goods before delivery. If the Customer refrains from asking for (a) sample(s), he shall be considered to agree to the quality and condition of the goods beforehand.
- 14.7. If the delivered goods/services do not live up to the Agreement (or samples), the Customer shall immediately give SEVA the opportunity to deliver what is missing after all, or to repair the defect or to replace the delivered goods/services, this at the discretion of SEVA. SEVA shall have at all times the right to credit a part of the agreed price for the delivered goods/services instead of repair/replacement.
- 14.8. Failure of the delivered goods/services to live up to the Agreement is not to be understood as: minor deviations determined according to commercial use, of colours, dimensions, weight, numbers or data of a similar nature.
- 14.9. Any claim or complaint filed by the Customer concerning the goods will immediately be rejected if the goods have been processed or the goods are otherwise not (or no longer) identifiable as originating from SEVA.
- 14.10. Each and every claim / lawsuit of the Customer against SEVA for non-conformity and/or damages shall become time-barred after expiry of 1 year after delivery.
- 14.11. In cases in which SEVA has doubts whether the Customer's recall or replacement request was justified, SEVA may have the recalled goods sampled and/or tested by an independent expert in the presence of the Customer. If this establishes that it was not below the standard, the Customer shall compensate the costs incurred by SEVA for the replacement.
- 14.12. Making complaints shall not release the Customer from its payment obligations towards SEVA.

ARTICLE 15. FORCE MAJEURE

- 15.1. If, due to force majeure of a permanent nature or for a period of more than thirty days, SEVA is prevented from carrying out the Agreement (further), regardless of the question if the force majeure could have been foreseen, SEVA shall be entitled to dissolve the Agreement by a notification to this effect without any judicial intervention in whole or in part, without any obligation to pay damages, and without prejudice to SEVA's right to payment by the Customer for performances already carried out by SEVA before there was a force majeure situation, or SEVA shall be entitled to suspend the (further) implementation of the Agreement in whole or in part. SEVA shall notify the Customer as soon as possible of any situation of force majeure. In the event of suspension, SEVA shall be entitled, after a period of thirty days, to declare that the Agreement is dissolved in whole or in part after all.
- 15.2. Force majeure includes but is not limited to: all circumstances due to which SEVA cannot fulfil its obligations temporarily or permanently, such as fire, extreme weather circumstances, strike or exclusion from work, uproar, war, governmental measures such as import- or export restrictions, default on the part of suppliers, transport problems, disruptions in the company of SEVA, its suppliers or its auxiliary (third) parties, power outages, theft or embezzlement from SEVA's warehouses or workshops, and furthermore all circumstances in which SEVA cannot be reasonably expected to fulfil its obligations towards the Customer (further). Force majeure of SEVA's suppliers shall also be deemed to mean force majeure on the part of SEVA.

ARTICLE 16. IMPLEMENTATION

- 16.1. SEVA is entitled to engage Representatives or an auxiliary person/party for the execution of the Agreement.
- 16.2. The Customer is not permitted during the term of the Agreement and a period of one (1) year after termination of the Agreement, to enter into a contract of employment howsoever with staff and/or third parties put to work by or on behalf of SEVA with the Customer or with staff, this on pain of a penalty payment of € 10.000.--, which is not subject to any reduction, for each violation per week that the violation continues.

ARTICLE 17. JOINT AND SEVERAL LIABILITY

If the Customer are different persons and/or companies, these shall be jointly and severally liable for the fulfilment of the obligations under the Agreement.

ARTICLE 18. PUBLICATIONS

SEVA is entitled to make, process and publish photographs of the goods/services delivered by SEVA, for instance in its website, in brochures and/or in professional literature, without requiring SEVA to pay any compensation to the Customer for this.

ARTICLE 19. APPLICABLE LAW / JURISDICTION CLAUSE

- 19.1. This Agreement has been construed in accordance with and is governed by Dutch law/law of The Netherlands. The applicability of the Vienna Sales Convention 1980 (CISG) is herewith precluded.
- 19.2. All and any disputes arising from or in connection with an Agreement shall initially be brought exclusively before the competent court in the Court District of The Hague (Den Haag).
- 19.3. If these terms and conditions are translated, the English text shall prevail in the event of any differences of interpretation between the English and the translated version.

ARTICLE 20. CHANGES

- 20.1. SEVA is entitled to change these general terms and conditions.
- 20.2. The Customer shall be deemed to have accepted the relevant change(s) if SEVA has not received a written protest against it within fourteen days after SEVA's written notification that the change(s) shall take effect.