

General Terms and Conditions of SYNMAR B.V. with registered office at Amersfoort, Hogeweg 210, 3815 LZ, here after referred to as:

“SYNMAR B.V.”, whose terms and conditions were lodged with Amersfoort Chamber of Commerce on 06.03.2014 under number 60154705.

Clause 1. Validity

1.1 These General Terms and Conditions apply to all tenders and all contracts drawn up or entered into with a third party (hereinafter: the client). They are an integral part of the tenders and/or contracts. These General Terms and Conditions also apply to any other legal relationship between SYNMAR B.V. and the client.

1.2 This does not affect any appropriate terms and conditions of purchase from the client in so far as the content does not conflict with the General Terms and Conditions of SYNMAR B.V. In the event that the provisions of the terms and conditions of purchase conflict with the provisions of the General Terms and Conditions of SYNMAR B.V. , the provisions of the General Terms and Conditions of SYNMAR B.V. are binding.

1.3 Total or partial deviation from these General Terms and Conditions is possible only if and when this is agreed in writing.

1.4 If any clause in these General Terms and Conditions or in the contracts concluded under these Terms and Conditions is null and void, this does not affect the other clauses.

1.5 If SYNMAR B.V. concludes more than one contract with the client, the present General Terms and Conditions apply to all subsequent contracts regardless of whether they are explicitly stated to apply or not.

Clause 2. Tenders

2.1 All tenders, in whatever form submitted by SYNMAR B.V. , are not binding and are to be viewed as a whole, unless expressly stated otherwise in writing.

2.2 Pictures, drawings, details of sizes and weights, etc. which SYNMAR B.V. discloses in catalogues, circulars or otherwise, are not binding on SYNMAR B.V. and are only intended to give a general representation of what SYNMAR B.V. offers. If the delivered goods deviate from this the client is not entitled to reject the goods supplied or to refuse payment thereof. Nor is SYNMAR B.V. obliged to reimburse the client for loss in any shape or form.

2.3 SYNMAR B.V. reserves the right at all times to reject orders without giving reasons.

Clause 3. Agreements

3.1 Agreements shall only be deemed to be concluded after written or electronic confirmation of an order by SYNMAR B.V. or after actual implementation or delivery by SYNMAR B.V. of an order.

3.2 Orders are only accepted by SYNMAR B.V. at the prices that apply on the day of delivery, unless at the time of acceptance of the order, the price and/or discount is expressly agreed and is/are confirmed or accepted by SYNMAR B.V. in writing. No rights can be derived from old publications etc. in which other prices and discounts are listed than prices and discounts set by SYNMAR B.V. for the relevant order.

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3.3 All prices and sums listed by SYNMAR B.V. are in Euros and excluding VAT.

3.4 Shipping and transport occur according to the incoterms ex works, unless otherwise agreed in writing between the buyer and SYNMAR B.V. B.V. All the provisions arising from the agreement incoterms are respected by all parties.

3.5 Goods are dispatched and transported at the risk of the client. The costs of dispatching and transporting goods are payable by SYNMAR B.V.

3.6 SYNMAR B.V. delivers goods to the address specified by the client. The client is required to purchase goods supplied by SYNMAR B.V. under the contract at the time that SYNMAR B.V. delivers them. If the buyer refuses to or is negligent in providing information that is necessary for the delivery, SYNMAR B.V. is entitled to store the goods at the expense and risk of the client. In addition, SYNMAR B.V. can then claim payment of the agreed price if the delivery had taken place.

3.7 If SYNMAR B.V. has given a delivery date, this is a guideline. A specified delivery time is never a definite deadline.

3.8 Goods which are not held in stock by SYNMAR B.V. , can be ordered at any time by SYNMAR B.V. on behalf of the client. The client undertakes to purchase these specially ordered goods. Goods specially ordered by SYNMAR B.V. cannot be returned to SYNMAR B.V. after delivery.

3.9 Arrangements or contracts with the staff (all employees and staff who have no authority) of SYNMAR B.V. are not binding on the latter unless they are confirmed or accepted by SYNMAR B.V. in writing.

3.10 Any subsequent supplementary arrangements or amendments to what was previously agreed are only valid if they are accepted by SYNMAR B.V. or if they have been confirmed in writing by SYNMAR B.V. and no objection has been raised in writing by the client within 3 working days of sending confirmation.

3.11 SYNMAR B.V. is at all times entitled to require adequate surety from the client for payment of all that the client owes and will owe SYNMAR B.V. . If the client is in default over providing adequate surety as requested by SYNMAR B.V. , SYNMAR B.V. has the power to suspend implementation of the contract or to terminate the contract . With regard to suspension and termination of the contract, the provisions in Clause 8 shall apply mutatis mutandis.

Clause 4. Guarantee

4.1 As stipulated elsewhere in these General Terms and Conditions, SYNMAR B.V. guarantees the quality and the proper functioning of goods supplied by third parties, but this guarantee does not extend beyond the (factory) warranty issued to SYNMAR B.V. by its suppliers.

4.2 SYNMAR B.V. will advise the client on request of any factory warranty on products supplied by SYNMAR B.V. . Goods supplied by SYNMAR B.V. which are covered by a factory warranty should be sent to SYNMAR B.V. postage paid for assessment under warranty. SYNMAR B.V. undertakes to support apparently valid claims by the client against the manufacturer.

4.3 The client is required to examine the goods or have them examined at the time of delivery. The client should check that the quality and quantity of the goods supplied corresponds to

what was agreed, and at least meets the requirements of normal trade.

Clause 5. Liability

5.1 If SYNMAR B.V. is responsible for loss or damage, its liability is at all times restricted to the provisions in this clause.

5.2 SYNMAR B.V. is only liable for loss or damage which are due to malicious intent or gross negligence by SYNMAR B.V. or its agents. SYNMAR B.V. is never liable for indirect loss or damage, including consequential loss or damage, lost profits, lost savings and loss or damage due to interruption to business.

5.3 In the event of loss or damage, the relevant claim will be reported to the insurer of SYNMAR B.V. and if it is covered the liability of SYNMAR B.V. for damages will be limited to the actual amount to be paid out by the insurer.

5.4 SYNMAR B.V. is not liable for any damage or reduction in value of goods occurring during their dispatch.

Clause 6. Retention of title

6.1 Until all of the obligations which the client has or will have towards SYNMAR B.V. are fully complied with, the goods supplied remain at the expense and risk of the client and, whether finished or unfinished, the sole property of SYNMAR B.V. .

6.2 The client is not authorised to pass these goods to third parties as collateral or to transfer ownership.

6.3 In the event that the client fails to fulfil any obligation towards SYNMAR B.V. , the latter is entitled to reclaim the goods without any notice of default, whilst the client has a duty to return the goods to SYNMAR B.V. postage paid at the first request. The client hereby gives unconditional and irrevocable permission to SYNMAR B.V. to enter all places where the property of SYNMAR B.V. is located.

6.4 In the event that SYNMAR B.V. invokes the retention of title clause the contract(s) is/are also dissolved without judicial intervention, without prejudice to the right of SYNMAR B.V. to claim compensation for damage, loss of profit and interest.

6.5 The client is required to notify SYNMAR B.V. in writing forthwith of the fact that third party rights apply to goods which are subject to retention of title under this clause.

6.6 If at any time it appears that the buyer has not fulfilled the obligations in this clause, an immediately enforceable penalty shall be payable of 10% of the amount due, or a minimum of EURO 75.00.

Clause 7. Payment

7.1 Payment should be made within 30 days of the invoice date unless expressly agreed otherwise in writing.

7.2 SYNMAR B.V. expressly reserves the right to make delivery to the client in return for cash on delivery. In the event of refusal to pay COD, the client has a duty to reimburse all costs incurred by SYNMAR B.V. due to the aforesaid refusal.

7.3 All payments should be made without any deduction or offset of debts at the offices of SYNMAR B.V. or into an account stipulated by SYNMAR B.V. .

7.4 Complaints of any kind do not give the client the right to refuse and/or suspend payment of an invoice.

7.5 If a dispatched invoice is not paid within the payment deadline stipulated in these terms and conditions or agreed separately, the client is automatically deemed to be in default

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without requiring any notice of default. In such case SYNMAR B.V. shall be entitled to charge statutory interest plus 3% in addition to the sum owed to it from the date of default, whereby a part month is calculated as a full month.

7.6 If the client is in default over the (timely) fulfilment of its obligations, all reasonable costs of obtaining settlement out of court will be payable by the client. These costs total 15% of the main sum owed with a minimum of EURO 350.-.

Clause 8. Complaints, Suspension and Termination

8.1 Complaints, both over the implementation of the contract and over invoices, should be notified in writing to SYNMAR B.V. within 8 days of being identified or within 8 days after they might reasonably have been identified, on penalty of forfeiture of rights.

8.2 Returns by the client and acceptance of returns with the cooperation of representatives of SYNMAR B.V. , can only lead to the cancellation of the contract if and in so far as SYNMAR B.V. has given its written consent to this. Returns should be sent postage paid and should always be accompanied by a statement indicating the invoice number for the goods.

SYNMAR B.V. reserves the right to charge the client 10% handling charges when crediting returned goods. Goods that have been in the client's possession for more than 1 month cannot be returned. Only undamaged products in the original packaging will be considered for return.

8.3 If the client does not fulfil, or not promptly or properly fulfil the obligations imposed upon it by any contract concluded with SYNMAR B.V. , as well as in the event of bankruptcy or filing for bankruptcy or suspension of payment by the client or application for aforesaid suspension or closure or liquidation of its company, the client is automatically deemed to be in default without any notice of default being required. SYNMAR B.V. will then be entitled, without judicial intervention, to dissolve the contract in whole or in part, without SYNMAR B.V. being obliged to pay any compensation or be held to any guarantee and without prejudice to further rights conferred on SYNMAR B.V. . SYNMAR B.V. will be entitled to claim payment from the client of costs already incurred, damages and interest, including the loss of profit by SYNMAR B.V. , caused by the failure of the client.

8.4 In the event of inability to implement the contract due to force majeure, both SYNMAR B.V. and the client are entitled, without judicial intervention, either to suspend implementation of the contract for a period not exceeding six months, or to terminate this contract in whole or in part.

8.5 Force majeure is deemed to include all involuntary disturbances or impediments which make the implementation of the contract more expensive or more onerous, such as storm damage and other natural disasters, hindrances by third parties, all-out or partial strikes, lock-outs, riots both in this country and in the source country of materials, war or risk of war in this country and in other countries, loss or damage to material during transportation, illness of irreplaceable employees, excessive sick leave by staff, extraordinary circumstances such as export and import bans, restrictive measures of any government, fire and other workplace accidents, lack of or disruption to transport, late or non-delivery of goods by suppliers, power cuts and generally all circumstances, events,

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causes and consequences which are beyond the control or power of SYNMAR B.V. .

8.6 If implementation of the contract is suspended due to force majeure, the party at whose order or request the suspension takes place, has a duty within 14 days to opt for implementation or for termination of all or part of the contract .

8.7 SYNMAR B.V. is entitled to demand payment for work carried out to implement the relevant contract as well as for part deliveries made by SYNMAR B.V. before the force majeure circumstance occurred.

8.8 SYNMAR B.V. also has the right to invoke force majeure if the circumstance giving rise to force majeure occurs after its service was to have been provided.

8.9 If the contract is suspended or terminated by SYNMAR B.V. due to force majeure, the company will not be obliged to pay damages in any form.

Clause 9. Disputes

9.1 All disputes, including disputes which are only regarded as such by one party, arising from or associated with tenders or contracts or legal relationships which are subject to these General Terms and Conditions or regarding the General Terms and Conditions themselves and their interpretation or implementation, are subject to the judgement of the competent courts in the location of SYNMAR B.V. , without prejudice to the powers of SYNMAR B.V. if it wishes to add in the courts of the client's place of residence.

9.2 All contracts and legal relationships between SYNMAR B.V. and the client are governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.