

GENERAL TERMS AND CONDITIONS

General Terms and Conditions of SYNMAR B.V., established in Lichtenvoorde, Albert Schweitzerstraat 7, 7131 PG, hereinafter referred to as "SYNMAR B.V.," which have been filed with the Chamber of Commerce in Amersfoort on 06.03.2014 under number 60154705.

Article 1. Validity

1.1 These general terms and conditions apply to all offers and all agreements made to or entered into with third parties (hereinafter: the Buyer). They form an integral part of the offers and/or agreements. These general terms and conditions also apply to any other legal relationship between SYNMAR B.V. and the Buyer.

1.2 Any applicable purchasing conditions of the Buyer remain in force insofar as their content does not conflict with the general terms and conditions of SYNMAR B.V. In the event of a conflict, the provisions of SYNMAR B.V.'s general terms and conditions prevail.

1.3 Any full or partial deviation from these general terms and conditions is only possible if and to the extent that it has been agreed upon in writing.

1.4 The nullity or voidability of any provision of these general terms and conditions, or of agreements concluded under these terms, does not affect the validity of the remaining provisions.

1.5 If SYNMAR B.V. concludes multiple agreements with the Buyer, these general terms and conditions apply to all subsequent agreements, whether or not explicitly declared applicable.

Article 2. Offers

2.1 All offers made by SYNMAR B.V., in any form, are without obligation and should be considered as a whole, unless explicitly stated otherwise in writing.

2.2 Images, drawings, measurements, weight specifications, etc., provided by SYNMAR B.V. in catalogs, circulars, or otherwise, are non-binding and intended only to give a general idea of what SYNMAR B.V. offers. Deviations in delivered goods do not entitle the Buyer to refuse receipt or payment. SYNMAR B.V. is also not obliged to compensate the Buyer for any damage.

2.3 SYNMAR B.V. reserves the right at all times to refuse orders without providing reasons.

Article 3. Agreements

3.1 Agreements are only considered concluded after written or electronic confirmation of an order by SYNMAR B.V., or after actual execution/delivery of an order by SYNMAR B.V.

3.2 Orders are accepted only at the prices valid on the day of delivery, unless the price and/or discount has been explicitly agreed upon and confirmed in writing by SYNMAR B.V. No rights can be derived from older publications mentioning other prices or discounts.

3.3 All prices and amounts mentioned by SYNMAR B.V. are in Euros and exclude VAT.

3.4 Shipping and transport take place according to INCOTERMS EXWORKS, unless otherwise agreed in writing between the Buyer and SYNMAR B.V.

3.5 Shipping and transport of goods are at the Buyer's risk. SYNMAR B.V. bears the shipping and

transport costs.

3.6 Delivery occurs when SYNMAR B.V. delivers the goods to the address provided by the Buyer. The Buyer is obliged to accept the delivered goods at the time of delivery. If the Buyer refuses or fails to provide necessary information for delivery, SYNMAR B.V. is entitled to store the goods at the Buyer's expense and risk and may claim payment as if delivery had occurred.

3.7 Delivery times provided by SYNMAR B.V. are indicative and never constitute a strict deadline.

3.8 Goods not in stock may be ordered by SYNMAR B.V. specifically for the Buyer. The Buyer is obliged to accept these specially ordered goods. Such goods are non-returnable after delivery.

3.9 Agreements with SYNMAR B.V. personnel (employees without authority) are not binding unless confirmed in writing by SYNMAR B.V.

3.10 Any additional agreements or changes made later are valid only if accepted or confirmed in writing by SYNMAR B.V., and the Buyer has not objected within three working days.

3.11 SYNMAR B.V. may at any time request sufficient security from the Buyer for all current and future obligations. Failure to provide such security entitles SYNMAR B.V. to suspend performance or terminate the agreement. Article 8 applies accordingly.

3.12 The Buyer is prohibited from directly or indirectly distributing, selling, delivering, exploiting, re-exporting, or otherwise transferring the products to EU or OFAC-sanctioned persons or organizations, specifically in or for use in Russia and/or Belarus.

Article 4. Warranty

4.1 Subject to other provisions in these terms, SYNMAR B.V. guarantees the quality and proper functioning of goods delivered by third parties, limited to the manufacturer's warranty provided to SYNMAR B.V.

4.2 SYNMAR B.V. will inform the Buyer of any applicable manufacturer warranties upon request. Goods under warranty must be shipped freight prepaid to SYNMAR B.V. SYNMAR B.V. will support justified warranty claims by the Buyer to the manufacturer.

4.3 The Buyer must inspect the goods upon delivery to verify that the quality and quantity correspond to what was agreed upon and meet normal commercial standards.

Article 5. Liability

5.1 If SYNMAR B.V. is liable for damage, liability is always limited to this article.

5.2 SYNMAR B.V. is only liable for damage caused by intent or gross negligence by SYNMAR B.V. or its subordinates. SYNMAR B.V. is never liable for indirect damage, including consequential damage, lost profits, missed savings, or business interruption.

5.3 Claims for damage will be reported to SYNMAR B.V.'s insurer. Liability is limited to the amount paid out by the insurer.

5.4 SYNMAR B.V. is not liable for damage or depreciation of goods during shipping.

Article 6. Retention of Title

6.1 Until all obligations of the Buyer to SYNMAR B.V. have been fully met, the delivered goods remain the property of SYNMAR B.V., whether processed or unprocessed, at the Buyer's risk.

6.2 The Buyer may not pledge or transfer the goods to third parties.

6.3 If the Buyer fails to meet obligations, SYNMAR B.V. may repossess the goods, and the Buyer must return them freight prepaid. The Buyer grants unconditional permission to SYNMAR B.V. to access any location where the goods are stored.

6.4 Exercise of retention of title dissolves the agreement without court intervention, without prejudice to SYNMAR B.V.'s right to claim damages, lost profits, and interest.

6.5 The Buyer must immediately inform SYNMAR B.V. in writing if third parties claim rights on retained goods.

6.6 If the Buyer violates this article, a penalty of 10% of the amount due, or at least €75, becomes immediately payable.

Article 7. Payment

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

7.2 SYNMAR B.V. reserves the right to deliver cash on delivery. Refusal requires the Buyer to reimburse related costs.

7.3 All payments must be made without deduction or set-off to SYNMAR B.V.'s office or designated account.

7.4 Complaints do not entitle the Buyer to refuse or suspend payment.

7.5 If payment is not made on time, the Buyer is in default by law, and SYNMAR B.V. may charge statutory interest plus 3%, calculated per month.

7.6 Costs of extrajudicial collection are at the Buyer's expense: 15% of the principal with a minimum of €350.

Article 8. Complaints, Suspension, and Termination

8.1 Complaints must be made in writing within 8 days of discovery or invoice receipt.

8.2 Returns are only accepted if approved in writing and shipped freight prepaid with invoice reference. SYNMAR B.V. may charge 10% handling fees. Products held longer than one month or damaged are not accepted.

8.3 Failure to meet obligations, bankruptcy, suspension of payment, or liquidation constitutes default. SYNMAR B.V. may terminate the agreement without judicial intervention and claim costs, damage, and lost profits.

8.4 In case of force majeure, SYNMAR B.V. or the Buyer may suspend performance for up to six months or terminate the agreement wholly or partially.

8.5 Force majeure includes storms, natural disasters, third-party hindrances, strikes, riots, war, transport damage, illness, governmental restrictions, fire, electricity outages, supplier failures, or any circumstance beyond SYNMAR B.V.'s control.

8.6 In case of suspension due to force majeure, the party initiating suspension must decide within 14 days whether to execute or terminate the agreement.

8.7 SYNMAR B.V. may demand payment for work performed or partial deliveries before force majeure occurred.

8.8 SYNMAR B.V. can invoke force majeure even if it occurs after the performance was due.

8.9 No liability arises for damages caused by termination or suspension due to force majeure.

Article 9. Disputes

9.1 All disputes, including those considered as such by one party, arising from offers, agreements, or legal relationships governed by these terms, including their interpretation, are subject to the exclusive jurisdiction of the competent court in the location of SYNMAR B.V., without prejudice to SYNMAR B.V.'s right to bring action at the Buyer's domicile.

9.2 Dutch law applies to all agreements and legal relationships between SYNMAR B.V. and the Buyer. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.