

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FILCOM bv

Article 1. Applicability

- 1.1 These General Terms and Conditions are applicable to all offers of Filcom bv (hereinafter referred to as "the Seller"), to all orders of the Purchaser addressed to the Seller (hereinafter referred to as "the Purchaser"), and to all agreements concluded with the Seller concerning the sale and delivery of goods.
- 1.2 Derogations to these General Conditions, such to include any purchase conditions of the Purchaser, will only be valid if and insofar as such have been explicitly accepted by the Seller in writing prior to the conclusion of the relevant agreement. This acceptance does not mean that any such derogations (will) also apply to other agreements concluded with the Purchaser.
- 1.3 If one or more provisions in the agreements concluded between the Seller and the Purchaser, or the general conditions applicable to such, should be found to be invalid, either in part or in full, the other provisions shall remain fully in force. Any invalid provisions will be replaced by suitable provisions which are as close as possible to the intention of the parties and the economic result pursued by them in a legally effective way.

Article 2. Offers and Agreement

- 2.1 All offers of the Seller are under no obligation, unless otherwise explicitly stated in writing.
- 2.2 The Seller is free to withdraw its no-obligation offer(s) within three working days after receiving the Purchaser's acceptance of such, without being liable to pay any compensation.
- 2.3 Agreements only become effective with the written order confirmation of the Seller or (the start of) the practical implementation by the Seller.
- 2.4 The Seller has the right to engage third parties for the implementation of the agreement.
- 2.5 Colour, relative density, granule distribution, granule shape, and chemical analysis results of products, as well as any samples provided, are merely for indicative purposes. Variations in such, after delivery or processing, insofar as not substantial in nature, do not give the Purchaser the right to refuse acceptance or payment.

Article 3. Prices

- 3.1 All prices quoted by the Seller are exclusive of VAT and other levies.
- 3.2 Increases in labour costs, raw material prices, energy prices, currency exchange rates, and other government duties, which arise after the conclusion of the Agreement, but before delivery, can be charged on by the Seller to the Purchaser.
- 3.3 Should the composition of any goods offered for processing not be in accordance with that which was made known to the Seller when the Agreement was concluded, the Seller shall be entitled, after giving prior notice to the Purchaser, to charge the Purchaser for the extra work arising from such.

Article 4. Delivery

- 4.1 The delivery periods given by the Seller are target dates only and shall at no time constitute fixed and final deadlines, unless otherwise expressly agreed. The Seller shall not be in default if the quoted delivery dates are exceeded.
- 4.2 In the event of late delivery, the Seller must be given notice of default in writing, in which it must be given a reasonable period to still fulfil its obligations. If the Seller does not comply with the notice of default, the Purchaser may dissolve the Agreement by registered letter, providing the Seller is in breach of agreement. At no time, however, will the Seller be liable to pay compensation.
- 4.3 Deliveries will be carried out in accordance with the Incoterms 2010 or later versions thereof which replace such. The point at which the Purchaser assumes the risk for the goods will be determined by the Incoterms agreed between the Parties.
- 4.4 If it is agreed, pursuant to article 4.3 of the aforementioned Incoterms, that the Seller is responsible for transport to a place and at a time which the Seller and the Purchaser have agreed in accordance with the instructions of the Purchaser, and consequently delivery could not take place, the goods can be stored by the Seller for the account and risk of the Purchaser if it so chooses. The extra transport costs will also be for the account of the Purchaser. In such a case as described here, the Seller will moreover be entitled to dissolve the Agreement by registered letter and/or to claim damages.
- 4.5 The Purchaser guarantees that the means of transport used by us will be able to reach the designated unloading site safely and without obstacles. If this is not the case, the Purchaser shall be liable for all costs and damages associated with such.
- 4.6 The Purchaser guarantees that the means of storage used by us can be placed on a proper and suitable surface under all circumstances. If this is not the case, the Purchaser shall be liable for all costs and damages associated with such.

Article 5. Weight and Quantity

- 5.1 A consignment note, delivery note, or similar document issued upon delivery of the goods shall be deemed to give a correct specification of the quantity of goods delivered, unless the Purchaser has notified an objection to such immediately after the receipt of the goods in writing to the Seller.
- 5.2 A timely notification to the Seller that the quantity delivered was less than that stated in the document referred to in paragraph one of this article shall not give the Purchaser the right to suspend payment for such.
- 5.3 If it becomes apparent that the Seller has delivered less than the agreed weight of the goods, the Seller, in consultation with the Purchaser, will either deliver the missing quantity within a reasonable period, or credit the Purchaser for an amount equal to the price owed by the Purchaser for the missing quantity.

Article 6. Quality and Defects

- 6.1 If no specific agreement has been made in relation to the properties of the delivered goods, the said goods must have the properties that normally and usually apply within the trade for such goods. Inspection by the Purchaser shall in principle take place at the production location of the Seller.
- 6.2 If and insofar as it has been agreed concerning the properties of the delivered goods that such will be in accordance with a product specification, this product specification will serve as the basis for determining the properties which said goods ought to have. Inspection by the Purchaser shall in principle take place at the production location of the Seller.
- 6.3 Any statements made by or on behalf of the Seller concerning the quality, composition, processing in the broadest sense, uses, properties, etc., of the goods will only constitute a guarantee if they have been expressly made in writing in the form of a guarantee.
- 6.4 The Purchaser is obliged to inspect the delivered goods and the invoice immediately upon delivery. Visible defects in delivered goods, or complaints about the invoice, must be notified by the Purchaser to the Seller in writing within 2 days of delivery or receipt respectively, and defects which were not immediately ascertainable upon delivery must be notified in writing by the Purchaser to the Seller within 2 days after the defect is discovered or reasonably could have been discovered, together with a precise statement and description of the discovered defect. Minor defects, such as those that are generally accepted within the trade, will not give rise to grounds for a refund.
- 6.5 In the event of a proven defect in the delivered goods, the Purchaser will only have a claim against the Seller insofar as the goods have not been used.
- 6.6 Goods may only be returned by the Purchaser under the conditions set by the Seller with the prior written permission of the Seller.

Article 7. Transport vehicles

- 7.1 Transport vehicles provided by the Seller should be unloaded promptly upon arrival. In the event of delivery using transport vehicles of the Purchaser, such must be capable of accommodating the goods to be loaded. Any damages resulting from contamination will in the latter case be for the account of the Purchaser.
- 7.2 The loading of transport vehicles provided by the Purchaser shall take place at the risk of the Purchaser, even if this is carried out by the Seller and/or advice in relation to such vehicles has been given or ancillary activities have been carried out. The Seller is entitled to refuse to load or fill any vehicle if the Seller is of the opinion the vehicle does not meet the reasonable safety requirements that can be set for such. The Seller will not be liable for any consequences arising from a delay in the event of such a refusal.

Article 8. Liability and indemnification

- 8.1 In the event of a legitimate complaint concerning delivered goods, the Seller shall at no time be obligated to do more than repair or replace the defective goods, or to offer of a price reduction proportionate to the defect, this at the Seller's discretion. In the event of a price reduction, the Seller will provide the Purchaser with a credit note. Any goods that have been replaced shall become the property of the Seller.
- 8.2 The Seller will at no time be liable for (damage caused by) defective goods, if the goods are not used properly or judiciously, if the condition of the goods has changed after delivery, or if the goods have already been used. Furthermore, the Seller will not be held liable with respect to defects resulting from the Purchaser's instructions, specifications and/or materials. Neither shall the Seller be liable if the Purchaser fails or is late in fulfilling one of the obligations provided for in article 6.4, and if the Purchaser fails to comply (properly) with the Seller's instructions to limit damage.
- 8.3 The Seller's liability in the event of non- delivery, late delivery, or improper delivery of the goods will at no time exceed the net purchase price or the net invoice amount of the goods in question. Moreover, the liability for damage caused by defects in the goods and the packaging shall be limited to the direct injury or damage caused to persons or goods.
- 8.4 The Seller will at no time be liable for consequential damages or indirect consequential losses, damages due to lost productivity, building delays, loss of orders, loss of profits, processing costs, and the like.
- 8.5 The Purchaser is liable for all costs and damages inflicted upon the Seller, and the Purchaser will indemnify the Seller regarding all third-party claims arising from a failure by the Purchaser to meet any existing obligation towards the Seller.

Article 9. Force Majeure

- 9.1 Should the Seller be prevented due to a non-attributable shortcoming from (properly) executing a delivery, the Seller will be entitled to extend the delivery period by the duration of the force majeure, or, if the order has not yet been implemented, to cancel the order, without being liable to pay any compensation.
- 9.2 Force majeure shall be understood to mean, amongst other things: government restrictions, of whatever kind, epidemics, mobilisation, war, revolution, strikes, seizure, disruption in production, shortage of raw materials, semi-finished products, auxiliary materials and/or power, natural disasters, boycotts, the whole or partial failure by third parties to deliver goods or services, and any other circumstance which could not have been reasonably foreseen by the Seller and which is beyond the Seller's control, and on account of which the Seller would not have concluded the Agreement at all or not under the same conditions had the Seller been aware of such a circumstance when the Agreement was concluded.

Article 10. Retention of title

- 10.1 The Seller shall retain the ownership of all goods sold and delivered to the Purchaser by the Seller until such time as the Purchaser has paid the price of such as well as all other unpaid invoices and other claims.
- 10.2 In the event of an attributable failure of the Purchaser to fulfil any of its obligations towards the Seller, or if the Purchaser has sought or been granted a suspension of payments or the bankruptcy of the Purchaser has been applied for or pronounced, the Purchaser must make the delivered goods available to the Seller at its first request. The Seller can repossess the goods at the Purchaser's expense if necessary. In such a case, the Seller will be entitled to gain unrestricted access to the goods, and the Purchaser accepts the obligation now to provide the Seller with all cooperation necessary for such when the time comes.
- 10.3 Until such time as the ownership of the delivered goods has been transferred to the Purchaser, no third parties may be allowed to establish restricted rights on such, nor may the delivered goods be transferred and/or made available to third parties, other than within the context of the normal conduct of business. During the period of retention of title, the Purchaser must keep the goods in a good condition and insure such against all usual risks, for its own account and risk. The Purchaser must inform the Seller immediately in the event of an insurance claim and provide its full cooperation with the transfer of its claim against the insurance company to the Seller.

Article 11. Payment and Security

- 11.1 Unless otherwise agreed, payments must be made within 30 days of the invoice date.
- 11.2 In the event of a failure to make payment by the due payment date, or incorrect payment, the Purchaser shall be immediately in default and shall owe the Seller interest on such as of the due payment date up until the date of payment in full equal to the statutory interest rate plus 2%.
- 11.3 If the Purchaser fails to make payment in full of the amount owed within the period specified, or after having been issued with a demand, fails to fulfil any other obligation towards the Seller within the period set in the demand, then - without prejudice to any other rights accorded to the Seller - this will have the consequence that:
- all other outstanding claims of the Purchaser against the Seller shall become immediately payable;
 - the Seller shall be entitled, without further notice of default or judicial intervention being required, to unilaterally wholly or partially dissolve the relevant Agreement - and any other agreements concluded with the Purchaser - by registered letter, or to wholly or partially suspend the execution of such, without being liable to pay any damages, and without prejudice to the Seller's right to claim damages from the Purchaser;
 - all of the Seller's costs, including extrajudicial debt collection costs, shall be for the account of the Purchaser. The extrajudicial debt collection costs are set at 10% of the outstanding invoice amount plus VAT and the interest already due, and without prejudice to the Seller's right to claim compensation from the Purchaser for the actual costs incurred and damages suffered. All judicial debt collection costs (e.g., court fees and legal fees) will be compensated in full by the Purchaser in derogation to that provided for in articles 56 and 57 of the Legal Transactions (Taxation) Act.
- 11.4 The Seller is at all times entitled to demand whole or partial advance payment of the invoice amount or the provision of suitable security for the payment of such, from the Purchaser. If the Purchaser fails to provide such security, the Seller shall be entitled to suspend delivery of the goods, even when delivery on demand has been agreed, or to terminate the Agreement without judicial intervention and/or to claim compensation. In such a case, the purchase price for any goods already delivered shall become immediately payable.
- 11.5 Each payment made by the Purchaser shall serve first of all as payment for all interest and costs owed, and subsequently for the invoices that have remained unpaid the longest, even if the Purchaser states that the payment concerns a more recent invoice.
- 11.6 If the Purchaser exceeds the credit limit granted to it by NCM or any other credit insurer that Filcom wishes to use, Filcom reserves the right to discontinue the supplies to the relevant client.

Article 12. Trademarks and Trade names

- 12.1 Goods supplied by the Seller may only be offered for sale or traded under the trademarks which the Seller is the rightholder for or with the use of the Seller's trade name if it has given its written permission for such, and only under the conditions set by the Seller for such.
- 12.2 Goods supplied by the Seller in retail packaging may only be offered for sale or marketed in that original retail packaging, without any alteration to or damage of the packaging or contents, and may at no time be offered as a gift or offered or supplied together with other products, regardless of whether or not they are products of the Seller, for an all-in price, without prior written permission.
- 12.3 The Purchaser is also obligated to impose the provisions provided for in articles 12.1 and 12.2 on its own customers.

Article 13. Dissolution

- 13.1 Insofar as otherwise not provided for in these Conditions, this Agreement may only be dissolved by a court ruling.
- 13.2 Upon the dissolution of an agreement, all claims of the Seller against the Purchaser shall become immediately payable. After the dissolution, these Conditions shall continue to remain applicable insofar as possible to the legal relationship between the Seller and the Purchaser.

Article 14. Limitation period

- 14.1 If the Purchaser is of the opinion that the Seller has not fulfilled its obligations properly or in full, the Purchaser is obligated to notify such to the Seller immediately by registered post, and to submit any claims arising from such to the courts within a period of 1 year, calculated as of the date of this notification, on penalty of forfeiture of its rights, and notwithstanding its other obligations.

Article 15. Applicable Law and Disputes

- 15.1 All agreements which are subject to these general conditions are governed by Dutch law, with the exclusion of the provisions of international treaties insofar as they do not comprise mandatory law.
- 15.2 All disputes that arise out of and/or in relation to quotations, orders, and/or agreements that are exclusively subject to these general conditions, or any further agreements which arise out of or in relation to such, shall in the first instance be exclusively put before the competent court in Dordrecht or the nearest to such.

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