

Article 1 Applicability

- 1.1 User of these General Terms of Delivery is Romynox B.V., hereinafter referred to as Romynox. The other party shall be referred to as the Customer.
- 1.2 These General Terms of Delivery shall apply to all offers and quotations made by Romynox, as well as to all agreements that Romynox concludes with the Customer, both in and outside the Netherlands.
- 1.3 These terms are an English translation of the official Dutch terms. In case of any dispute the Dutch version is binding.
- 1.4 In the event of a conflict between these General Terms of Delivery and the agreement concluded between the parties, the provisions of the agreement shall prevail.
- 1.5 The applicability of any general terms and conditions of the Customer is expressly excluded, unless agreed otherwise.

Article 2 Quotations and agreements

- 2.1 All quotations, offers, advice, drawings, illustrations, catalogues, as well as price, size and weight quotes and other statements made by Romynox, in whatever form, are entirely without engagement. Quotations, offers and price estimates are valid for a period of thirty (30) days, after which they expire.
- 2.2 A contract is concluded when Romynox, within fourteen (14) days of receipt of the Customer's order, has confirmed its acceptance in writing, or within that period has started the execution of the order.
- 2.3 If the Customer wishes to make changes to the original order, they must do so in writing to Romynox. Changes to the assignment shall come into effect after written confirmation thereof by Romynox. If the changes result in a higher price and/or higher costs, these will be for the account of the Customer.

Article 3 Price, payment, retention of title and security

- 3.1 All prices, rates and charges are exclusive of VAT and other government-imposed levies, and exclusive of the costs of transport, storage, packaging, loading, unloading and insurance, and are based on the price-determining factors applicable at the time of the offer.
- 3.2 All necessary and agreed costs for the execution of the order, including packaging and transport costs, in addition to the agreed price, shall be charged separately to the Customer. Romynox determines the method of packaging and transport.
- 3.3 Cost-increasing factors, which have occurred after the conclusion of the agreement, including additional work and price changes of materials, services, and semi-finished products, may be increased by Romynox and charged on to the Customer. This also applies to the consequences of changes in law, for example with regard to import duties, VAT, etc.
- 3.4 Payment shall be made into the bank account to be designated by Romynox, within 30 days of the invoice, unless otherwise agreed.
- 3.5 Customer shall not be entitled to assert any claim against Romynox, and set off or suspend the performance of their obligations.
- 3.6 Romynox shall remain the owner of the delivered goods until all outstanding invoices have been paid and all other obligations under any agreement with Romynox have been fulfilled by the Customer.
- 3.7 Customer is required to provide security for the agreed price of the order upon the first request by Romynox to do so.
- 3.8 If the Customer fails to make timely payment, Customer shall owe contractual interest of 1% per month on the outstanding monetary amount. In calculating the interest, a part of a month will be considered a full month.

3.9 In the event of late payment, or if the Customer either does not, or cannot comply with a request to provide security, Romynox shall be entitled to suspend (further) execution of the agreement(s), without this leading to any liability on the part of Romynox.

3.10 If payment has not been made within the agreed payment term, the Customer shall owe to Romynox extrajudicial collection costs of 15% of the principal sum, including contractual interest.

Article 4 Delivery (period), implementation period, force majeure

- 4.1 Delivery takes place 'ex warehouse The Hague' (Ex Works, Incoterms® 2020), therefore at the moment that the goods are offered at the agreed and/or usual place and time, unless agreed otherwise. Items will be shipped and/or transported at the expense and risk of the Customer.
- 4.2 If a DDP delivery is agreed upon, Romynox will assume the cheapest method of shipment or transport, unless otherwise agreed. If the Customer should desire a different method of shipment or transport, additional charges thereof shall be borne by the Customer.
- 4.3 The Customer is obliged to accept delivery of the goods on first presentation. If they should fail to do so, all resulting costs, including storage costs, shall be borne by the Customer.
- 4.4 If the Customer requests the delivery of certificates, the costs for this shall be borne by the Customer.
- 4.5 The delivery period(s) and/or implementation period(s) agreed upon between Romynox and the Customer are indicative. Romynox shall make every effort to carry out the delivery, or as the case may be the order/ service, within the agreed time frame.
- 4.6 Customer cannot claim compensation, nor proceed to dissolve the agreement, if the delivery period or implementation period is exceeded. The Customer shall indemnify Romynox against any claims by third parties as a result of the delivery period or implementation period being exceeded.
- 4.7 Costs incurred or damages suffered by Romynox due to a delay in delivery or the exceeding of the delivery period or execution period as a result of additional work, suspension of obligations by Romynox, or other circumstances that were not known to Romynox at the start of the agreement, shall be reimbursed to Romynox by the Customer.
- 4.8 Romynox shall be entitled to suspend the performance of their obligations if they are temporarily prevented from performing these obligations as a result of force majeure. Force majeure shall include, but not be limited to, the circumstances that suppliers, subcontractors of Romynox or transporters engaged by Romynox fail to meet their obligations or fail to meet them in a timely manner, the weather, earthquakes, viruses, fire, power failure, loss, theft or the loss of tools or materials, road blocks, strikes or work stoppages, and import or trade restrictions. Parties may terminate the agreement with immediate effect after the expiration of ninety (90) days from commencement of the suspension, but can only do so with respect to that part of the obligations that have not yet been fulfilled. Parties shall not be entitled to compensation for any damage suffered or yet to be suffered as a result of the suspension or termination within the meaning of this Article.

Article 5 Acceptance of work, transfer of risk

- 5.1 The work shall be deemed to have been completed when Romynox has notified the Customer that the work has been completed and the Customer has approved the work, or has put it (in whole or in part) into use.
- 5.2 Upon the time of delivery, the risk of the work shall pass to the Customer.

Article 6 Risk, liability and indemnity

- 6.1 Liability on the part of Romynox to the Customer, except for intentional or gross negligence, for any damage arising from an attributable failure in the performance of any obligation under the agreement and/or arising from an unlawful act or omission or any other reason or title, shall be limited to the amount covered by the liability insurance taken out by Romynox for the case in question.
- 6.2 If, for whatever reason, Romynox is not entitled to invoke the restriction of paragraph 1 of this Article, the obligation to pay compensation shall be limited to a maximum of 15% of the sum of the (partial) order (excluding VAT).
- 6.3 With the exception of intentional acts and/or gross negligence, Romynox shall not be liable for any damage to, or destruction of goods made available to Romynox by the Customer, or have been given to Romynox to process, or are located in the vicinity of the work.
- 6.4 Romynox shall not be liable for defects resulting from:
- normal wear and tear;
 - improper use;
 - maintenance not performed or performed incorrectly by the Customer or third parties;
 - installation, assembly, alteration or repairs by the Customer or third parties;
 - defects in or unsuitability of materials or tools used by the Customer.
- 6.5 Romynox shall in no event be liable for any damage caused by intentional or wilful recklessness by any auxiliary persons or employees of Romynox, nor for indirect or consequential damage, including but not limited to lost profits, lost savings, loss of goodwill, loss of production, transport costs, travel and accommodation costs, damage as a result of business interruption, and/or damage to, or loss of data.
- 6.6 Romynox is not liable for any (harmful) consequences of inaccuracies or shortcomings in information, data or materials provided to Romynox by the Customer for the execution of the order.
- 6.7 Claims from Customer against Romynox, which arise from or are otherwise related to the agreement or (the provision of) services by Romynox or persons or third parties used or engaged by Romynox in the performance thereof, shall lapse in full if such claims have not been expressly made known to Romynox in writing within twelve months of the compensation claim arising.
- 6.8 The Customer shall indemnify Romynox against all claims by third parties, including but not limited to product liability, who have suffered damage arising from the application or use by the Customer of the goods, work, services and/or information/data delivered by Romynox within the context of the execution of the agreement(s).
- 6.9 The Customer is liable for and shall therefore take out adequate insurance against damage to and theft or loss of property belonging to Romynox, the Customer, or third parties. This includes damage to goods such as tools and other materials used for, or on behalf of the execution of the agreed work and are located at or around the assembly site.

Article 7 Confidentiality

- 7.1 With respect to third parties, the Customer undertakes to keep secret all data/ information of a confidential nature that the Customer has obtained from Romynox for and within the framework of an agreement, including but not limited to offers, quotations, advice, price estimates, drawings, illustrations and designs, and not to use these for any other purpose than for the execution of the agreement.
- 7.2 The Customer shall impose a duty of confidentiality on its personnel and on any third parties it engages with respect to all data/information of a confidential nature received from Romynox, knowledge of which is acquired during the execution of the

agreements.

- 7.3 Data and/or information are considered confidential when communicated as such by Romynox, or when the nature of the data and/or information entails its confidentiality. Upon first request by Romynox, the Customer shall immediately return or destroy the confidential data, at the discretion of Romynox.

Article 8 Intellectual and industrial property rights

- 8.1 All and everything that is made available by Romynox and/or is used by the Customer during and exclusively for the purpose of the agreement, which includes all designs, models, data/information, materials, know-how/ knowledge/ expertise, methods, techniques, experience, advice and results, as well as the preparatory work thereof, irrespective of whether these have been developed by Romynox employees or auxiliary persons engaged by Romynox, and regardless of the circumstances under which the property arose, is and remains the (intellectual) property of, or belongs exclusively to, Romynox, unless explicitly agreed otherwise in writing.
- 8.2 The Customer undertakes not to institute any claims against Romynox with regard to the intellectual property rights referred to in Article 8.1, and guarantees that its employees, as well as third parties engaged by or through Romynox, will not do so either.
- 8.3 Romynox alone shall acquire the copyright to the descriptions, elaborations, recommendations, reports, brochures, designs, sketches, drawings, models, computer software and/or, in general, any production in the field of literature, science and art, in any way or form expressed, produced in the light of the agreement.
- 8.4 The Customer is not allowed to change the delivered item or the completed work without the explicit permission of Romynox. In addition, Customer is not permitted to apply any other brand name to the item or work delivered by or on behalf of Romynox, nor use the item or work in any way other than for the agreed purpose, or to register the item or work in its own name, unless it concerns private label products or services.

Article 9 Warranty, duty to complain, returns

- 9.1 Defects to goods or works delivered or to be delivered, which are intended for long-term use, as a result of which the goods or the works are no longer usable, shall be repaired during a period of twelve (12) months after delivery, or shall be replaced by a new delivery, if in the opinion of Romynox or the manufacturer the defects are attributable to construction faults, materials used, or the execution of the work. Consumer goods are not covered by this warranty.
- 9.2 The Customer shall inspect the work or the item agreed on immediately after delivery. Visible defects and/or damage as a result of transport, must be stated by the Customer on the transport document or the delivery note. Complaints about the work or defects discovered in the goods must be communicated in writing and in detail to Romynox by the Customer within 14 days of delivery or completion, or within 14 days after the Customer could reasonably have discovered a defect in the work or the goods. Afterwards, the above can no longer be invoked by the Customer.
- 9.3 Slight deviations which are considered acceptable in the trade, such as colour nuances, do not constitute grounds for complaint.
- 9.4 Guarantee, as well as the right of complaint, shall lapse as soon as the Customer has treated, processed, or has made changes to the item or the work, or has had changes made to it in any other way.
- 9.5 Returns of delivered goods is only allowed after prior written consent of Romynox. Factory specials, customer-specific items, materials purchased at the request of the Customer, items not supplied directly by Romynox and/or are not part of the Romynox current delivery programme at the time of return will not be eligible for return. Transport of returned goods will be on the basis of Delivered Duty Paid, The Hague, the Netherlands (DDP, Incoterms® 2020). Crediting shall take place on the basis of the purchase price applied on delivery. Romynox is permitted to set off the amount to be credited against outstanding invoices.

Article 10 Cancellation/ annulment of the agreement

- 10.1 The Customer is not entitled to cancel or terminate the agreement, unless with the consent of Romynox.
- 10.2 If the agreement is cancelled before the start of the work, the Customer will owe to Romynox 75% of the agreed price. If the agreement is terminated or cancelled after the work has begun, the Customer shall pay Romynox the full amount agreed upon. In all cases, Romynox reserves the right to claim full compensation.
- 10.3 The agreement will be terminated immediately, without any notice of termination being required, if and as soon as the Customer:
- is declared bankrupt;
 - applies for a (provisional) suspension of payments;
 - dies or goes into liquidation respectively, or ceases to operate the business, or proceeds to sell or transfer the business voluntarily and/or under compulsion.

Article 11 Transfer of rights and obligations

- 11.1 Romynox is entitled to transfer all rights and obligations under the agreement with the Customer, either in whole or in part, to third parties. The Customer shall not be entitled to do so, except with the consent of Romynox.

Article 12 Applicable law and competent court

- 12.1 Dutch law shall apply.
- 12.2 All disputes relating to the agreement or other agreements resulting from it or related to it shall be settled exclusively by the competent court in The Hague.