



### GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF STRIK BV

#### 1. General

1.1 These general terms and conditions of sale and delivery apply to all juristic acts, including but not limited to offers and agreements to supply goods and perform services, of Strik BV ('Strik').

#### 2. Offers

2.1 All offers made by Strik are without obligation.  
2.2 Any data and samples supplied are purely for information purposes and Strik may deviate from them.  
2.3 Strik has the right to supply goods of a different make, provided that these goods have the same relevant characteristics.

#### 3. Prices and payment

3.1 Prices are based on delivery in accordance with Incoterms (latest edition).  
3.2 If Strik's total cost price rises by more than 2.5 % after an order has been placed, Strik is entitled to increase the offered or agreed price accordingly, without this giving the contracting party the right to full or partial dissolution of the contract.  
3.3 Payment is to be made within 30 days, unless otherwise agreed in writing; after that period the contracting party is in default without notice being served.  
3.4 Strik has the right at all times to offset its claims on the contracting party against the debts it has to the contracting party.  
3.5 The contracting party is not entitled to suspend or offset payments.

3.6 In the case of default or late payment the contracting party is liable for the collection costs (with a minimum of €75 or 15% of the amount due, whichever is higher) as well as any court costs.

#### 4. Delivery and delivery times

4.1 Delivery periods start immediately after Strik has confirmed the order in writing and the contracting party has complied with all the relevant conditions.  
4.2 Stated delivery times are indicative and are not to be regarded as firm deadlines. Failure to meet the delivery times is not regarded as a failing and gives no right to dissolution or compensation for damage sustained by the contracting party or by third parties.  
4.3 The maximum liability of Strik for late delivery is always limited to 2.5% of the order value.

#### 5. Retention of title and pledge

5.1 After delivery Strik retains title to the goods sold for as long as the contracting party has not met its payment obligations under contracts pertinent to goods delivered or to be delivered by Strik and to work carried out or to be carried out by Strik for the contracting party under such a contract, including any debts that the contracting party might have in connection with any default on its obligations under such contracts. Regardless of this retention of title the goods delivered are for the risk of the contracting party from the moment of delivery.  
5.2 As long as retention of title attaches to the delivered goods the contracting party is not permitted to sell them, hire them out or otherwise encumber them without the express consent of Strik.

5.3 The contracting party must inform Strik immediately if the goods delivered by Strik to which a retention of title attaches have been seized. Furthermore, the contracting party must immediately inform the person seizing the goods that Strik has title to those goods.

5.4 If the contracting party defaults on its payment obligations to Strik or gives Strik good reason to fear that it will default on those obligations, Strik is entitled to take back the goods delivered under retention of title. After Strik has invoked its retention of title, the contracting party will grant Strik access to places where these goods are located.

5.5 If Strik cannot invoke its retention of title because the delivered goods have been incorporated into other goods, transformed or acquired by extension, the contracting party is obliged to pledge the newly formed goods to Strik.

#### 6. Guarantee

6.1 The contracting party must inspect the goods delivered by Strik or have them inspected, so as to establish whether the goods delivered by Strik are in compliance with the contract. On delivery, the contracting party must carry out the standard customary goods-in check. Shortages, damage or other defects must be reported by the contracting party on the consignment note or, if this is not possible, in writing within one working day, failing which the goods are deemed to have been delivered in good condition.

6.2 If within a period of two months after delivery defects appear that have not been or could not be established by a standard customary goods-in check, Strik is obliged to supply a new product, provide a new service, or remedy the defect.

6.3 All rights to a guarantee lapse if an inadequate goods-in check has been carried out or in the event of improper use of the delivered goods, such as, but not limited to, deviation from the intended use or failure to comply with directions.  
6.4 Claims under the guarantee that stem from a defect referred to in article 6.2 must be reported in writing, giving reasons, within eight days after the discovery of such defect.

6.5 If the contracting party is not the end user of the delivered goods, the costs relating to the replacement are for the account of the contracting party, insofar as they relate to the fact that the goods are not in the possession of the contracting party.

#### 7. Suspension and dissolution

7.1 Strik has the right to suspend the performance of its services if the contracting party is in default with respect to any of its obligations under the present or any other contract with Strik. In that case Strik has the right to implement any price rises and deadline extensions that result therefrom.

7.2 If Strik has reasonable doubt about the ability of the contracting party to pay, it is entitled to suspend its obligations until the contracting party has provided adequate security.

7.3 If the contracting party fails to meet its obligations within a reasonable period on the grounds of the previous clauses or in the case of bankruptcy

or moratorium on payments of the contracting party or a petition to that effect, Strik is entitled to dissolve the contract with immediate effect without any obligation to pay compensation.

#### 8. Liability

8.1 The liability of Strik pursuant to non-delivery, late delivery or non-conformity is limited - except where the product is subsequently delivered, if justified and requested, as provided for in article 6 - to the net invoice value of the disputed delivery, unless the damage suffered by the contracting party stems from an intentional act or gross negligence by a director or manager of Strik.

8.2 The contracting party will indemnify Strik against thirdparty claims that exceed the scope of the liability provided for in the first clause of this article.

8.3 Any legal claims by the contracting party with respect to the alleged liability of Strik lapse in any case one year after the damage has been discovered and if the contracting party has not instituted an action on the merits against Strik within that year.

#### 9. Intellectual property

9.1 If Strik has shown or provided a model, sample or example, such is done only as an indication. This means that the quality of the goods to be delivered could differ, unless expressly agreed otherwise.

9.2 Strik reserves all the intellectual property rights on the goods that it provides or produces, such as but not limited to samples, designs, recipes, images, drawings, models and software. All the items of intellectual property remain or become the property of Strik and may not be copied, shown to third parties or used in any other way without the express consent of Strik, regardless of whether the contracting party has been charged for the manufacture or provision of such items. The contracting party is obliged to return such items to Strik on request.

#### 10. Applicable law and jurisdiction

10.1 This contract is governed by Dutch law, with the exception of the applicability of the Vienna Sales Convention.

10.2 To the exclusion of any other jurisdiction the District Court of Central Netherlands (Midden-Nederland) is competent in the first instance to settle any dispute that may arise between Strik and the contracting party.