

## General sales conditions

### Article 1: Applicability

1.1 These terms and conditions apply to all offers, deliveries and sales by and agreements with S & Q Europe BV.

1.2 These terms and conditions are part of every offer made by S & Q Europe BV, upon acceptance of which this is agreed.

### Article 2: Offers and formation agreement.

2.1: All offers of S & Q Europe BV are without obligation, unless expressly agreed otherwise in writing, and expire after 30 days if not within 30 days written acceptance.

2.2: All orders to S & Q Europe BV that must comply with certain technical specifications must be provided to S & Q Europe BV in writing, with an accurate description of those specifications.

S & Q Europe BV will only be bound by the specifications that it has accepted in writing.

2.3: The agreement is concluded between the parties by written confirmation by S & Q Europe BV. If work is commenced without written confirmation, the existence of the agreement will be apparent from the commencement of the work by S & Q Europe BV arising from the assignment.

2.4: The price is the agreed price, all prices that are mentioned are prices excluding sales tax and shipping costs, unless stated otherwise.

2.5: Unforeseen seizures such as, but not exclusively, strikes, fire, extreme weather conditions, lack of means of transport, unforeseen government regulations, impossibility of import for whatever reason, riot, mobilization, war, martial law, blockades, business disorder, not - or not timely or sound delivery of materials, irrespective of whether these seizures affect S & Q Europe BV directly or suppliers of S & Q Europe BV, give S & Q Europe BV the right to dissolve the agreement, without any obligation to pay compensation. If, at the time of the occurrence of the force majeure, the obligations towards the customer have already been met in part, S & Q Europe BV will be entitled to charge this to the customer.

### Article 3: Delivery time and the consequences of exceeding it.

3.1: The agreed delivery date or delivery date does not give a fatal term. Exceeding this does not provide any reason for the client to terminate the agreement, nor does this result in an obligation to pay compensation by S & Q Europe BV.

3.2: S & Q Europe BV is permitted to make partial deliveries, unless it has been agreed in writing that the client does not have to accept partial deliveries.

3.3: In case timely delivery is essential for the customer, this must be made known in writing to S & Q Europe BV prior to the conclusion of the agreement. In such a case, it can be agreed in writing that there is a fatal deadline. The consequences of exceeding a deadline will be agreed in writing, whereby it is possible that the customer is entitled to terminate the agreement or to claim compensation. Without written notice of default, S & Q Europe BV will never be deemed to be in default.

#### Article 4: Place of delivery.

4.1: Delivery takes place ex works, or at the place stated in the agreement, whereby the risk for what is delivered to the customer passes from the moment the goods leave S & Q Europe BV.

#### Article 5: Complaints.

5.1 The customer must check the delivered goods immediately after delivery, also, in case of partial deliveries, after each partial delivery. Any complaints after inspection or functioning must be notified to S & Q Europe BV in writing by registered letter within 14 days of delivery. In the event of such complaints, the delivered goods must be returned within 14 days of delivery. If no written complaint is filed with S & Q Europe BV within the period of 14 days, the delivery is considered accepted.

5.2 If S & Q Europe BV is of the opinion that the complaint is justified, then it has the right to make a new delivery, including the repair of the delivered goods. If this is not possible, S & Q Europe BV will be entitled to dissolve the agreement without this giving any right to compensation for the customer.

5.3 S & Q Europe BV does not guarantee defects in material supplied to it by third parties.

#### Article 6: Reservation of ownership.

6.1 Goods delivered remain the property of S & Q Europe BV until full payment has been received, including any compensation for the consequences of late payment and other related costs.

6.2 If goods that are subject to the retention of title have been processed, the customer will, at the first request of S & Q Europe BV, establish a silent right of pledge on the goods in which the delivered goods have been processed, for the benefit of S & Q Europe BV. If the present goods have been delivered to third parties, the customer must transfer its claims against the buyers of those goods to S & Q Europe BV, on the first request to this effect.

6.3 If the buyer fails to comply with the provisions of this article, S & Q Europe BV will be entitled to take back all that belongs to S & Q Europe BV on any grounds whatsoever, without judicial intervention, whereby the customer is obliged to do so, transfer goods to S & Q Europe BV.

#### Article 7: Payment conditions and security.

7.1 Payments must take place within 14 days after the invoice date, unless otherwise agreed in writing. Exceeding this period means that the debtor is in default, all consequences of default occur on the day after the payment period has expired.

7.2 With effect from the day on which the debtor is in default, either under the provisions of Article 7.1 or on any other grounds, the debtor owes interest to S & Q Europe BV in the amount of 1.5% per month, to be calculated up to the day of the total satisfaction.

7.3 Furthermore, in the event of late payment by S & Q Europe BV, the customer will be entitled to compensation for extrajudicial collection costs.

#### Article 8: Limitations of liability

8.1 S & Q Europe BV accepts no more liability with respect to the products and services it delivers then up to the amount that has been charged to the customer in connection with the delivery.

8.2 S & Q Europe BV accepts no liability for damages, which directly or indirectly result from the possession and / or the use of the goods it delivers, or damages by i.v. the third parties engaged by the agreement.

8.3 The customer shall indemnify S & Q Europe BV against claims by third parties in respect of damage caused or caused by the use of what has been delivered by S & Q Europe BV to the customer.

#### Article 9: disputes applicable law.

9.1 Dutch law applies to all agreements with S & Q Europe BV.