

## GENERAL TERMS AND CONDITIONS MILITEX DEVELOPMENT AND MANUFACTURING B.V.

### 1. GENERAL

The conditions below apply to all agreements, as well as to all offers and deliveries by or on behalf of Militex Development and Manufacturing B.V. entered into.

2. When these general terms and conditions, whether by reference or otherwise, form part of offers for and agreements regarding the provision of deliveries and/or services, whether or not with the supply of the necessary materials, products and/or services, all provisions of these terms and conditions will apply between the parties, insofar as neither of them has expressly deviated from this in writing. The same applies if no consideration has been stipulated for the delivery or service. A reference by the customer to its own terms and conditions is not accepted by the seller, unless Militex Development and Manufacturing B.V. has confirmed the contrary in advance. has been confirmed in writing.

### 3. OFFERS, QUOTES & AGREEMENTS

All offers and quotations are without obligation; an agreement is only deemed to have been concluded after the order has been received by Militex Development and Manufacturing B.V. has been confirmed in writing or after Militex Development and Manufacturing B.V. has performed it without prior order confirmation.

### 4. PRICES

- a. All payments made by Militex Development and Manufacturing B.V. Prices quoted are per litre, with the exception of packaging smaller than 1 litre, which are stated per unit.
- b. Orders that are passed on in writing by the customer and where the purchase prices deviate from the prices quoted or used by Militex Development and Manufacturing B.V, will be accepted by Militex Development and Manufacturing B.V. are adapted and processed. A story is not possible in this regard; see also article 7. If the goods have not yet been quoted, Militex Development and Manufacturing B.V. follow an order confirmation within 2 days after receipt. The customer can in no way derive any rights from his order imposed in writing. Militex Development and Manufacturing B.V. is therefore entitled to refuse these without notice to the contrary.
- c. If, after the conclusion of the agreement, but before the actual delivery by the seller, the prices of the raw materials, the value added tax (or any national or European turnover tax), the import tax, the import duties or any other right, the wages whether the freight costs should increase, or the seller's purchase price in euros should increase as a result of a change in currency ratios, the customer is obliged to pay the seller the amount involved in the above-mentioned increases or one of the above-mentioned changes in addition to the agreed price.
- d. Prices by Militex Development and Manufacturing B.V. issued are always without discount and exclusive of VAT.

### 5. DELIVERY TIME; FORCE MAJEURE

- a. The delivery times stated in the seller's order confirmation are only indicative and cannot be regarded as strict deadlines, unless expressly agreed otherwise. Exceeding the delivery term does not entitle to compensation or to dissolution of the agreement. If the buyer refuses to take delivery of the goods, the costs arising from this will be charged to the buyer; moreover, in that case the seller has the right to dissolve the agreement, without prejudice to its right to compensation.
- b. Without prejudice to the provisions under a. above, if the seller is unable to fulfill the agreement as a result of force majeure, the seller has the right, at its option, to:
  - i. Suspend delivery until the force majeure situation has ended;
  - ii. The agreement also in under i. to declare the period referred to, wholly or for the part not fulfilled; to the extent that this takes place by means of a mere written notification from the seller to the buyer and without the buyer or seller being able to assert any right to compensation in respect of the dissolution; furthermore, without prejudice to buyers, to pay for what has already been delivered and to reimburse sellers for costs already incurred.

iii. The seller is obliged to make the choice under i above at the written request of the buyer. and ii. Intended to be determined within fourteen days of the date of receipt of the request.

c. In the legal relationship between the seller and the buyer, force majeure is a business disruption of any nature at the seller, his supplier or his carrier, insofar as the business disruption is not dependent on the will of the seller's directors and hinders, complicates or hinders the performance of the agreement for the seller. otherwise adversely affected. Business disruption also includes any government regulations affecting the seller's business or trade, as well as delays at suppliers, carriers or means of transport used by these or third parties.

## 6. SHIPPING

a. In the case of carriage paid delivery, the cheapest method of shipment is always followed. With any other method of shipment, the additional costs will be borne by the customer.

b. Freight costs will be charged for deliveries under 300 kg.

c. In case Militex Development and Manufacturing B.V. receives too late or insufficient instructions or cooperation from its customers for the delivery of the goods, we are entitled to charge all costs incurred as a result to the customer and to observe a reasonable after-delivery period, or to terminate the agreement or to store and insure the goods elsewhere, all at the expense and risk of the customer.

## 7. COMPLAINTS

If the customer finds upon receipt that the goods and/or packaging are not in order, this must be noted immediately on the consignment note that is kept by the carrier. Without a note on the consignment note, the customer is deemed to have received the goods in good condition. Complaints must be submitted in writing by the customer to Militex Development and Manufacturing B.V. no later than eight days after receipt of the goods. be submitted. Complaints or disputes – of whatever nature – do not entitle the customer to postpone payment, nor to compensation.

The customer will not be held to the eight-day term if that term reasonably needs to be extended in a particular case. The customer is entitled to return the delivered goods - after written permission from Militex Development and Manufacturing B.V. - Return shipments are always at the expense of the buyer, unless otherwise agreed in writing.

## 8. RISK

As soon as the goods ordered by the customer enter the warehouses of Militex Development and Manufacturing B.V. have left, the risk and danger for these goods passes to the customer. Acceptance of the goods by the carrier, without a note on the consignment note or receipt, serves as proof that the packaging was in good condition at the time of shipment.

## 9. RETENTION OF TITLE

All delivered goods remain the property of the seller without prejudice until the customer has fully complied with all obligations that rest on him under the agreement and these general terms and conditions, including those until payment of the amount provided for interest in Article 10. If the customer nevertheless wishes to dispose of the property of the seller within the framework of his company, he can only do so legally against simultaneous payment to the seller of everything owed, or pursuant to the prior written consent of the seller requested by the customer. The seller is at all times entitled, if irrevocably authorized by the customer to the extent necessary under these terms and conditions, to inspect and/or take possession of his property, even if it is located on or in a site or building that is used by the customer. is.

## 10. PAYMENT

Payment must be made within thirty days of the invoice date without any deduction or discount and without any set-off. If the customer remains in default, the customer shall automatically and without notice of default be required to pay a default interest of 1.25% per month of the outstanding invoice amount. All direct and indirect collection costs are entirely at the expense of the customer . Militex Development and Manufacturing B.V. reserves the right at all times to require payment in advance for each (part) delivery, including freight and any other collection costs. The goods will be shipped upon receipt of payment.

## **LIABILITY**

Militex Development and Manufacturing B.V. is not liable for damage from any cause whatsoever on the part of the customer or third parties, incurred in connection with the work performed by Militex Development and Manufacturing B.V. delivered goods or services, unless the damage is caused by intent or gross negligence on the part of Militex Development and Manufacturing B.V.. In this case, the evidence for the question of guilt lies with the customer. Under no circumstances will the customer have any claim against Militex Development and Manufacturing B.V. can assert itself after the customer has either put into use, treated or processed part of the delivered goods, or has had them put into use, treated or processed, or has delivered them to third parties. Defects in part of the delivered goods do not entitle the delivered batch to be rejected. If the customer's complaints are correct in the opinion of an independent expert, Militex Development and Manufacturing B.V. either pay fair compensation up to a maximum of the invoice value of the delivered goods, or replace the delivered goods free of charge after they have been returned in their original condition. Militex Development and Manufacturing B.V. is in these cases not obliged to compensate further damage or cost compensation by whatever name.

## **11. DEROGATIONS**

Delivery of 10% more or less than the ordered quantity is allowed. More or less quantity is charged at the unit price. Minor deviations in quality, colour, refraction, pH value, smell, viscosity, etc. do not give cause for rejection. When assessing whether a delivery deviates outside the permissible limits, an average must be taken from the delivery, so it is not possible to reject a few copies. Guarantees only apply to communications by or on behalf of the customer regarding the quality, composition, treatment in the broadest sense, applications, properties, etc. of the goods, if they have been made in writing and expressly in the form of a guarantee. The products must then still comply with the reference sample that is stored at Militex Development and Manufacturing B.V.

## **12. INTERMEDIARIES**

Orders through representatives, agents and other intermediaries of Militex Development and Manufacturing B.V. accepted, will be carried out unless refused in writing or by telephone within three working days.

## **13. LOAN PACKAGING**

In the event that the seller makes loaner packaging available, the packaging conditions apply, as stated in the quotation.

## **14. NON-PERFORMANCE**

If one of the parties does not, not timely or not properly fulfill any obligation, as well as in the event of bankruptcy, liquidation of the company or a suspension of payment requested or obtained from one of the parties, the other party has the right to terminate the agreement. to suspend or dissolve in whole or in part without notice of default and without judicial intervention, without being obliged to pay any compensation, without prejudice to all further rights accruing to him and without prejudice to the right, in the event of non-delivery, late delivery or improper delivery, within a reasonable period, in which latter case the buyer does not have the right to suspension or dissolution. In the event that one of the circumstances just described occurs at the customer, all our claims against the buyer will be immediately due and payable in full and Militex Development and Manufacturing B.V. also have the right to suspend or dissolve all other agreements with the buyer.

## **15. APPLICABLE LAW**

To the information provided by Militex Development and Manufacturing B.V. Agreements to be concluded under these terms and conditions are exclusively governed by Dutch law.

*Date: 16-12-2020*