

GENERAL TERMS AND CONDITIONS OF SALE OF ECOFORTE B.V.

Terms concerning: Offers, Sale, Deliveries and Payments of EcoForte B.V.
(hereinafter to be referred to as "EcoForte"), with its registered office in Enschede.

Applicability of the terms

The current terms shall apply to all quotations, offers, deliveries, negotiations and contracts agreed by EcoForte with a client (including buyers). They shall always apply without any further announcement.

1 Contract negotiations

- a) EcoForte can discontinue negotiations at any time about an agreement that still has to be concluded.
- b) In the event of discontinued negotiations, the client can never demand that the negotiations will be continued or that EcoForte shall pay a compensation for any incurred costs and/or any suffered loss or loss to still be suffered, irrespective of what this loss would consist of.

2 Quotations/Conclusion of Agreements

- a) All quotations of EcoForte shall be free of obligations and can therefore always be revoked by EcoForte .
- b) Quotations can solely be accepted in writing; nevertheless, EcoForte shall be entitled to accept a verbal acceptance as if it would have been made in writing.
- c) If the client accepts an quotation, EcoForte shall nevertheless be entitled to reverse the offer in writing within five workdays after receipt of the acceptance (verbally or) in writing, in which case no agreement shall have been concluded between parties.
- d) Barring other statements by EcoForte, verbal quotations shall be cancelled automatically if they have not been accepted by the client in writing within seven days.
- e) Barring other statements by EcoForte, written quotations shall be cancelled automatically if they have not been accepted by the client in writing within thirty days.

3 Power of attorney

Verbal quotations, arrangements and offers shall first be binding for EcoForte after and insofar as they have been confirmed in writing by the management or by a person holding a written power of attorney who must explicitly be authorised for this purpose by the management.



4 Announcements

- a) Unless stipulated otherwise, all announcements regarding the (implementation of the) agreement shall be drawn up in writing.
- b) Demands regarding performance and proofs of default shall be sent by registered mail and clearly indicate what is required and within which period.
- c) The stipulations under a) shall also apply to stipulating any other period and making a plea to dissolve the agreement. A plea of dissolution shall clearly state arguments.

5 Packing

When the occasion arises, packing shall be charged at sales price and not taken back, unless agreed otherwise. Insofar as the law stipulates otherwise, EcoForte shall only take packing in return without any compensation of costs. (including logistical costs)

6 Designs/parts and materials

Barring other written arrangements, EcoForte shall not be responsible for any designs made or supplied by or on behalf of the client, for the provided specifications of materials nor for materials or parts supplied by or on behalf of the client for the production or for the effect and/or functionality of such designs, parts and materials.

7 Information, data and intellectual rights of ownership

- a) General indications and descriptions of items to be produced and/or to be supplied by EcoForte, as included in brochures or documents of EcoForte, shall solely be intended as general information and not as quality and/or guarantee indication .
- b) EcoForte may always assume the correctness and completeness of the information and data provided to EcoForte by the client as part of the conclusion and implementation of the agreement.
- c) Barring explicit other written arrangements, intellectual rights of ownership on drawings, designs, models etc. shall belong to EcoForte .

8 Prices/quantities

- a) All prices applied by EcoForte shall be based on the known price-fixing factors at the time of submitting the quotation and, barring other arrangements or quotations, exclude taxes, charges and transport costs.
- b) EcoForte shall be entitled to adapt prices, or certain aspects of these prices, for work that has not been carried out yet and/or for services or matters that have not been delivered and paid yet, to possible changes in price-fixing factors, such as prices of raw materials, wages, currency exchange rates, if three months have expired after concluding the agreement.
- c) EcoForte shall always be entitled to change prices at once if a statutory price-fixing factor gives reason for this.



9 Delivery time

- a) Barring other written arrangements have been agreed, the delivery times shall not be binding. Default only commences after the expiry of an agreed period as well as after the reasonable period has expired and EcoForte has not observed it as yet.
- b) If the client is in default to make the agreed data, information and/or matters available on time to EcoForte and/or make the agreed data, information and/or matters required for the implementation of the commission by EcoForte available to EcoForte on time, all arrangements made by parties with regard to the delivery times that apply to EcoForte shall hence be cancelled automatically.
- c) Arrangements with regard to applicable delivery times shall be cancelled if the client fails to pay the sent invoices within the applicable term of payment of 30 days after the invoice date.

10 Transfer of risks

All risks with regard to matters to be supplied by EcoForte shall in any case be transferred to the client at the moment of delivery. (ex factory)

11 Place of delivery and costs of delivery

- a) The place of delivery shall always be the actual place of business of EcoForte , barring other written arrangements.
- b) If EcoForte delivers its items elsewhere, the risks and costs of loading, transport, unloading and any (interim) storage shall be borne by the client. EcoForte shall be entitled to conclude a usual insurance in relation to this at the expense of the client.

12 Retention of title

- a) The ownership of the items supplied to the client by EcoForte shall only be transferred to the client if the latter has complied with everything that EcoForte may claim or obtain by virtue of all agreements to produce and/or transfer items and services or work carried out in this respect, including all relevant invoices.
- b) Notwithstanding the stipulations under a), the client shall be entitled to sell items that he has received from EcoForte as part of his ordinary business operations.
- c) If the client fails in the correct and/or timely performance of one or more of its obligations towards EcoForte as referred to under a), the power as referred to under b) shall automatically terminate. It will be revived – with retroactive force – as soon as the client has as yet observed his overdue obligations.
- d) Without prejudice to the stipulations under b), the client shall never be entitled to encumber and/or grant on loan and/or part with items that have been supplied under retention of title.



13 Obligation to examine / period for submitting complaints

- a) The client shall always be obliged to examine whether the performance of EcoForte complies with the agreement within a reasonable period, however at the latest within eight days after delivery.
- b) On penalty of an automatic lapse of his rights, the client shall invoke visible defects in writing, within fourteen days after delivery in writing and invoke hidden defects in writing within fourteen days after discovery, however at the latest twelve months after delivery.
- c) Complaints shall not suspend any (payment) obligations of the client.

14 Observation / guarantee

- a) ECOFORTE shall deliver a performance which complies with the agreement and which guarantees in reasonableness the quality requirements that it has to meet, considering the nature of the performance.
- b) In addition to the stipulations under a), EcoForte does not have to comply with any obligations to produce a certain result when implementing an agreed service or (advice) commission, however it solely has to comply with obligations to perform to the best of its ability. EcoForte shall commit itself according to its ability with regard to the implementation.
- c) The client may require that the delivered performance is replaced, if a departure from this performance justifies such a replacement compared to the agreed performance and the client has taken care of the performance as a prudent debtor.
- d) Common tolerances with regard to dimensions, weights etc. shall apply in all cases, insofar as and also if EcoForte has provided a guarantee with regard to any item.

15 Liability

- a) In addition to the aforementioned, the liability of EcoForte - for whatever reason - shall be limited in all cases to the amount of the net invoice value or, if it exceeds this value, to the amount for which actual coverage under any insurance exists and/or recovery from one or more third parties proves to be possible. (to be submitted to insurers).
- b) The liability for intent and gross negligence by non-managerial subordinates shall be excluded.
- c) All employees of EcoForte and auxiliary persons and/or companies called in by EcoForte can make an appeal to the aforementioned stipulation on an equal footing.
- d) EcoForte shall only make an effort upon explicit written request of the client to take out an (additional) insurance for any liability of EcoForte, which shall be paid by the client.
- e) ECOFORTE shall only be liable for the loss of property of the client deposited at EcoForte insofar as and to the extent that it is covered by the generally available insurances of EcoForte.



16 Indemnification

- a) Insofar as allowed by the law, the client shall indemnify EcoForte against liabilities towards third parties in connection with a failure in the services or matters supplied by EcoForte .
- b) In its relation towards the client EcoForte shall never be obliged to pay a compensation to one or more third parties that exceeds the maximum amount for which it is liable or would be liable according to article 15 a).
- c) All employees of EcoForte and auxiliary persons and/or companies called in by EcoForte can invoke the aforementioned stipulations towards the client and, if necessary, also against third parties on an equal footing as EcoForte .

17 Force majeure (non-attributable shortcomings)

- a) Force majeure of EcoForte shall in any case, however not exclusively, be taken to mean:
- Conditions with regard to persons and/or material, which EcoForte applies or tends to apply with the implementation of the agreement, which are of such a nature that the implementation of the agreement hence becomes impossible or becomes so inconvenient and/or disproportionately expensive for EcoForte that the observance of the agreement cannot be required anymore or cannot be required at once from EcoForte ;
 - Strikes
 - The circumstance that EcoForte cannot deliver a performance (for example, the delivery of packing materials), which are important in connection with the performance to be delivered by EcoForte , or if EcoForte cannot deliver this performance on time or adequately;
 - War, molestation, riots, violence, terrorism, fire etc..
- b) If a situation of force majeure lasts longer than two months, each party shall be entitled to terminate the agreement.
- c) In the event of force majeure EcoForte shall not be obliged to pay a compensation.

18 Payment

- a) Barring other stipulations, all sums to be paid due by the client shall be received by EcoForte in cash or by crediting them to one of its accounts (whether specified or not) within 30 days after the invoice date, in default of which the client shall be automatically in default, and an interest of the statutory interest per month that applies then shall be payable on all sums that the client still has to pay as from the aforementioned date.
- b) Payments of the client shall first go to reducing outstanding costs and interest (in this order) and subsequently to reducing principal sums, whereby older claims have priority over new claims.
- c) The client shall never be entitled to settle an obligation on his part, whether or not claimable, with an obligation of EcoForte .

19 Right of recovery

- a) In the event that the client fails to pay the price of an item produced and supplied by EcoForte , also when EcoForte would not be the owner of these items anymore, or in the event of bankruptcy or suspension of payment by the client, EcoForte can reclaim the supplied item within six weeks after the price has become claimable or within sixty days, to be calculated from the day on which the item has been stored at the client or at a party in his name, through a written statement addressed to the client.
- b) Through this statement the sale shall be dissolved and all rights of the client and/or his legal successor(s) shall terminate with regard to the items in question.

20 Costs

- a) The client shall be obliged to pay all (extra)judicial costs that EcoForte has had to incur in connection with the fact that the client has remained in default to meet his obligations on time and in an adequate way.
- b) In the event of overdue payment, the reimbursement payable by the client on account of extrajudicial costs shall at least equal 15% of the amount that is payable by the client.
- c) If, despite the stipulations under a), the court or an arbitrator/ third party charged with giving a binding ruling has ordered the client to pay costs that are less than the actual (extra)judicial costs, EcoForte shall be entitled to claim the difference as yet from the client.

21 Suspension

- a) If the client fails in the correct and/or timely performance of one or more of his obligations: 1. The obligations of EcoForte shall be suspended at once until the client has fully paid his claimable outstanding sums (including payment of any costs as referred to in the previous article) 2. EcoForte can require a full payment and/or a sufficient security from the client so that the latter shall observe its obligations, for example in the form of a bank guarantee to be submitted by a well-known Dutch bank with a good reputation,.



b) When it is likely that the client cannot meet his obligations towards EcoForte correctly and/or on time, EcoForte shall be entitled to require a full payment and/or sufficient security so that the client shall observe his obligations.

22 Conversion

- a) If a stipulation from these general terms is void, this stipulation shall automatically be replaced (by law) by a valid stipulation that meets the tenor of the void stipulation as much as possible. If necessary, parties shall be obliged to hold mutual consultations in reason about the text of this new stipulation.
- b) In that case the other stipulations in the general terms shall nonetheless remain valid as much as possible.

23 Lapse of rights

- a) The client shall enforce his rights from the agreement, within one year after they gave rise to a claim, by commencing proceedings, in default of which his rights shall automatically lapse.
- b) EcoForte shall be entitled to extend the aforementioned period, if required.
- c) The aforementioned shall not affect other stipulations from these general terms on account of which one or more rights of the client already ceased before.

24 Applicable law

Each legal relationship between EcoForte and the client shall be governed by Dutch law, with the exclusion of the Vienna Sales Convention (CISG).

25 Disputes

- a) All disputes, including interlocutory proceedings, related to and/or resulting from these general terms and/or agreements to which these terms apply, shall be exclusively settled by the competent court in Almelo, therefore excluding any other court.
- b) However, EcoForte on its part shall remain entitled to bring a matter to the court which would be competent according to the statutory rules.

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