

### **1. Application and exceptions**

These general terms and conditions of sale apply to all verbal and written orders from us. The customer accepts this with his order. Deviations from these conditions of sale, even if they are noted on the customer's or our representative's documents, are only valid / recognized if they have been confirmed by us in writing. Even then, these General Conditions of Sale remain valid for all other points.

### **2. Offers and order confirmations**

All of our offers are always subject to change.

Every order placed orally or in writing binds the customer, but only binds us after written confirmation, delivery or invoicing.

### **3. Prices**

Our prices and price scales are subject to change and prices can change at any time without prior notice. In the event of price changes between the order date and the delivery date, the price as confirmed stands unless prices increase more than 10%. In the event of a price increase, the buyer has the option of canceling his order for the quantities still available at the increased price.

### **4. Packaging, description and other information**

Our products are always delivered in bulk or standard packaging. The weight, volume and / or quantity information given by us is the sole basis of calculation. Information and exceptions that are specified on the packaging or contained in the packaging are part of these General Conditions of Sale.

### **5. Delivery times**

The specified delivery times are only approximate, unless otherwise agreed in writing. They never oblige us and in no way can they result in any compensation for any reason.

### **6. Transport**

Unless otherwise agreed in writing, our goods travel at the risk of the buyer, even if the transport costs are borne by us according to a separate written agreement. From the time of delivery, the buyer also bears the risk of the goods delivered

### **7. Retention of title**

Ownership of the delivered goods is only transferred to the buyer after all obligations from this delivery have been fulfilled. Up to this point in time, the goods cannot and may not be pledged or sold and we remain entitled to take back or reclaim the goods belonging to us at any time. If we make use of this right, this will only result in the cancellation of the purchase contract if we expressly point this out to you.

In the event of seizure of the goods, the buyer must notify us immediately.

### **8. Guarantees and Protests**

Complaints about inaccuracies in our order confirmations or invoices must be made in writing by the buyer within eight days of receipt of the order confirmation or invoice under threat of forfeiture. Any delivery failures or visible defects must be confirmed in writing in the presence of the carrier or his agent by making reservations on the consignment note and reported to us by registered mail within eight days. The guarantee of our goods against invisible defects is limited to thirty days from the day on which the goods were delivered or should have been accepted. All relevant complaints must be communicated to us by registered mail within eight days. However, the guarantee for visible defects expires if the goods have already been processed or are being processed and for invisible defects if the instructions for use are not observed or the goods have not been handled properly. If the complaint is justified, we have the choice of replacing the delivered goods or improving them. Any other compensation is excluded.

Nedform delivers products in consultation with the customer, but cannot give any guarantees about the outcome of a process or about the expectations of the (use of) the end product. Nedform does its best to advise and support the customer and, in consultation, to deliver a product that is expected to deliver the best possible result. However, Nedform is not responsible for the end result and cannot be held responsible for any direct or indirect damage in any way.

**9. Force majeure**

If NedForm or its suppliers are unable to produce or deliver due to force majeure or special circumstances, such as a lack of raw materials, regardless of our will, transport difficulties or any possible conflict (state of war, strike, lockout, illegal occupation of rooms and / or facilities, etc.), we can waive the further full or partial fulfillment of the contract or postpone the delivery to a later date than the agreed date without the customer being able to assert claims for damages from this. If the buyer is unable to accept the delivery due to force majeure or the aforementioned exceptional circumstances, the invoice will be issued on the delivery date stipulated in the contract and all additional exceptional storage and delivery costs will be borne by the customer.

**10. Payment**

Unless otherwise agreed, payment must be made net, in cash, without a discount and without any costs for us, VAT. included. Failure to pay on the due date of an accepted bill of exchange or the issuance of a check without cover makes all other claims against the buyer due ipso jure and entitles us to take back or reclaim all goods delivered. Filing a legitimate or unfounded complaint about the delivery in question or any other delivery does not in any way suspend the buyer's payment obligations. As long as the buyer has not met his payment obligations or other obligations, we are entitled to suspend all further deliveries. Regardless of the agreed terms of payment, the customer grants us the right to request a bank guarantee as security for the fulfillment of his payment obligations at any time, including before the first delivery. As long as the requested bank guarantee has not been provided, we can stop any delivery

**11. Failure**

An amount not paid by the agreed due date will be increased by law by an interest of 20% annually without prior notice of default. In addition, any overdue amount that is not paid within fourteen days of sending a registered notice of default will be increased by 20%, with at least € 60 as fixed and non-reducible compensation for our extrajudicial damage.

**12. Dissolution or termination**

The above provisions do not in any way prevent us from justifying the termination of the purchase contract and / or from demanding its termination and compensation for all damages in the event of non-payment at the expense of the buyer. If a sales contract is broken by the buyer or canceled in whole or in part at his own expense, he owes us fixed and non-reducible compensation that amounts to at least 20% of the amount of the canceled or broken sales contract or part thereof, without prejudice to our right to compensation for other additional damage and for payment of the costs still incurred in order to take possession of the goods again and / or to restore them to their original condition.

**13. Jurisdiction**

The Dutch jurisdiction has exclusive jurisdiction over all disputes related to this agreement.

The invalidity of a clause or a part thereof does not render the other general conditions of sale null and void.