GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT of LANDPORT B.V.

General

1.1 Landport's General Terms and Conditions apply to all deliveries of goods and the provision of services by Landport to the Customer.

1.2 Additions or changes to these General Terms and Conditions shall only be binding if they have been confirmed by us in writing. Any conditions of the Customer shall not apply.

Offers

2.1 Our offers are without obligation, unless an offer explicitly states otherwise.

2.2 We are only bound after we have accepted an order in writing or by e-mail, or after we have actually carried out an assignment.

Price

3.1 The prices referred to in catalogues, price lists and the like are without obligation and can be changed by us. At the customer's request we shall confirm in writing the prices that apply at any particular point in time.

3.2 Our offer shall state whether the sales price offered therein is without obligation or binding.

3.3 The sales prices referred to in our offers always exclude VAT.

3.4 The offer shall also state which taxes, entitlements, excises and levies imposed by the government are not included in the sales prices.

3.5 Changes in the taxes, etc. referred to in 3.3 and 3.4 shall be charged on to the customer, in which case the Customer shall not be entitled to cancel the purchase or order.

3.6 Changes in factory or importer's prices, in exchange rates, etc. shall also be charged on to the Customer, in which case the Customer shall be entitled to cancel the purchase or order without charge, by reporting such to us in writing within one week after we have informed the Customer of the change.

Deliveries

4.1 Delivery deadlines issued by us are determined to the best of our ability on the basis of the data known at the time the agreement was entered into.

4.2 We are not bound by delivery deadlines which cannot be met, nor are we liable for the resulting loss or damage, unless the exceeding of the delivery deadline can be attributed to intent or gross negligence on our part.

4.3 In the event of inordinate exceeding of the delivery deadline, we shall consult with the Customer. If said consultations do not lead to the result desired by the Customer and ourselves, the Customer and we shall be entitled to cancel the agreement without charge.

4.4 We shall have fulfilled our obligation to deliver by offering the goods once to the Customer, in accordance with that stated on the matter in the offer or agreement. The customer shall in that case be obliged to take receipt of the goods.

4.5 In the event of non-receipt, we shall put the goods into storage at the expense and risk of the Customer. In such cases, our warehouse shall apply as the delivery destination and the invoice for the delivered goods, plus a storage surcharge of 15%, as a notification of storage. We shall charge the Customer for all the costs of retention and storage, plus a 25% surcharge.

4.6 The risk related to the goods shall pass to the Customer at the moment of delivery.

4.7 Complaints relating to deficiencies which are discernible upon delivery or after inspection must be communicated to us as soon as possible in writing and, in any event, no later than five working days after delivery.

Ownership

5.1 Our ownership of the goods passes to the Customer after the latter has fulfilled all payment obligations vis-à-vis us.

5.2 The Customer is not entitled to alienate or encumber the goods or transfer them in any other way to the control of third parties as long as ownership has not been transferred, unless such occurs with our explicit, prior permission. We are entitled to attach conditions to said permission.

Payment

6.1 Payment shall be made in cash (which also includes transfers to our bank or Giro account) upon delivery, unless agreed otherwise in writing.

6.2 In the event of non-payment or late payment, the Customer shall be legally in default, without a notice of default having to be given. The Customer shall then owe us interest from the due date of the invoice which shall be equal to the statutory interest rate, increased by 3% each year. In addition, we are entitled to pass on the claim for collection, whereby the Customer shall owe us all the costs incurred during collection. The level of these costs is set at 15% of the invoice amount, with a minimum applying of € 100,- such without prejudice to the interest referred to in the second sentence of this section and without prejudice to any legal costs owed.

Guarantee and Liability

7.1 We shall not provide any other guarantee with regard to the goods than that issued by our supplier. These guarantee conditions are to be issued to the Customer upon delivery of the goods or are available for perusal at our premises and shall be sent to the Customer on request.

7.2 If the supplier's guarantee conditions are judged by a court not to be binding, the present General Terms and Conditions of Landport shall exclusively apply.

7.3 Our guarantee obligation covers the replacement or repair of goods to the best of our ability during the guarantee period which exhibit manufacturing or material defects, in so far as we can recover the costs of replacement or repair from our supplier.

7.4 If the Customer wishes to appeal to our guarantee obligations, it shall act in accordance with our instructions as regards the making available to us of the faulty products.

7.5 This guarantee lapses in the event of defects to the goods which are the consequence of wear and tear, incompetent use, a lack of care, any damage-inducing event which occurs after delivery or any change made by the Customer or third parties.

7.6 Our liability is expressly limited to the provisions of the previous paragraphs of this article. We are not liable for any damage for whatever reason, including all direct and indirect damage, such as consequential damage or trading loss. In the event that any liability should rest on us, this will at all times be limited to twice the invoice value, whereby any form of

consequential damage - including business and delay damage, loss of enjoyment, loss of profit, loss or damage in connection with costs of replacement equipment or legal proceedings / legal assistance and damage to (goods of) third parties - are excluded.

Annulment

We are entitled to annul the agreement with immediate effect without having to issue a notice of default and without judicial intervention and without being liable for any compensation, if the Customer fails to fulfil any obligation arising from the agreement, or fails to do so on time, if the Customer is declared bankrupt, is granted a (provisional) suspension of payments, if its business is liquidated or if the Customer loses the disposal of its property. All our claims are to be immediately due and payable.

Applicable law and disputes

Dutch law applies to all agreements which are subject to these terms and conditions. Unless the law imperatively designates a different court, all disputes shall be exclusively settled by the competent court in ‘s-Hertogenbosch.

May 1, 2020, Raamsdonksveer, The Netherlands