GENERAL TERMS AND CONDITIONS SINATEC EUROPE B.V.

March Marc				
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Secondary				
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measures that Sinatec considers reasonably appropriate (virtual domestic authority).			8.5	The Customer must accept or receive the Products immediately after their completion or delivery term
		measures that Sinatec considers reasonably appropriate (virtual domestic authority).		

- 86 If the Products have not been taken after completion or after the delivery period has expired, the Products (if storage options allow this) will be stored by Sinatec at the expense and risk of the Customer. In the event of late purchase, the Customer forfeits an immediately payable fine of 10% of the Price and Sinatec is entitled to dissolve the Agreement after a period of three (3) days after the expiry of the delivery term, without prejudice to Sinatec's right to compensation and without prejudice to Sinatec's right to proceed with the sale of the Products to third parties. The damage that Sinatec suffers on resale, such as loss of turnover, amounts to at least the total Price. 8.7 If the Customer refuses to receive the Products, the claims of Sinatec, including costs of transport and storage, on the Customer are immediately due and payable. 8.8 In case of export abroad, payment must be received by Sinatec prior to delivery. 8.9 The Customer warrants that if an import certificate or permit is required for the export of the Products to the country of destination, such an import certificate or import permit has been or will be obtained prior to shipment, failing which the Customer for the resulting damage. is liable. 8.10 The risk of loss or damage to the Products transfers to the Customer at the moment when these Products have been legally and / or actually delivered to the Customer and thus have been brought under the control of the Customer or a third party to be designated by the Customer. when the Products are ready for delivery, all this after the Customer has been notified thereof in writing. Article 9: Retention of title 9.1 All Products delivered by Sinatec remain the property of Sinatec until the Customer has paid the Price as well as any other claim of Sinatec as referred to in Article 3:92 paragraph 2 of the Dutch Civil Code. 9.2 The Customer undertakes to insure the Products delivered subject to retention of title and to keep them insured against fire, explosion and water damage, as well as against theft, and to make the policy of this insurance available for inspection at Sinatec's first request. The Client is obliged to pledge all claims of the insurers with regard to the goods delivered under retention of title to Sinatec at the first request of Sinatec in the manner prescribed in Article 3: 239 BW. 9.3 The Client is obliged to regard the goods delivered under retention of title as the property of Sinatec and to handle them with due care. 94 The Customer is not authorized to sell, pledge or otherwise encumber the Products subject to retention of title. 95 If third parties seize the Products delivered under retention of title or wish to establish or assert rights thereon, the Customer is obliged to notify Sinatec as soon as possible. 9.6 In the event that Sinatec wishes to exercise its property rights referred to in this article, the Customer gives unconditional and irrevocable permission to Sinatec or third parties to be designated by it to enter all those places where the properties of Sinatec are located and those Products also on pain of forfeiture to Sinatec of a fine of 20% of the replacement value 9.7 The Customer is furthermore obliged to establish a right of pledge on Sinatec's first request as referred to in Article 3: 239 of the Dutch Civil Code and the manner prescribed therein on the claims on third parties arising from the sale of the Products delivered by Sinatec. Article 10: Duty to complain 10.1 The Customer is obliged to inspect all delivered Products immediately after delivery for visible Defects. Visible Defects must be reported in writing immediately, or in any case within twenty-four (24) hours after completion or delivery. 10.2 Invisible Defects must be reported to Sinatec in writing by the Customer within fourteen (14) days after he has discovered or should reasonably have discovered the Defect. 10.3 Complaints must contain a description of the Shortcoming that is as detailed as possible, so that Sinatec is able to respond adequately. 10.4 After expiry of the periods stated in Articles 10.1 and 10.2, the Customer can no longer rely on the fact that the Product delivered does not comply with the Agreement. 10.5 The following situations can never give rise to any complaint: deviations in color, specification, weight and size of less than 10%: • the typesetting, printing or writing errors stated in the Offer, in the Webshop or in the price list. 10.6 A complaint does not affect the (other) obligations of the Customer under the Agreement, such as but not limited to the obligation to purchase and pay for the Product. 10.7 Damage to the packaging or product must be noted on the packing slip / consignment note upon delivery and reported to Sinatec in writing within 24 hours.
 - In these Conditions, force majeure is understood to mean: any circumstance beyond the control of Sinatec, which prevents the normal performance of the Agreement. This also includes strikes, illness of personnel, import, export and

transport bans, government measures, non-delivery or late delivery by suppliers and damage to the required production and / or transport resources, computer and power failures, viruses, traffic congestion, bad weather conditions. , theft,

Article 11:

Force majeure

- If a force majeure situation as referred to in the previous paragraph of this article occurs, Sinatec is entitled to have the delivery or completion take place as much later as the force majeure lasts. If a temporary impossibility to perform lasts longer than eight (8) weeks after the time at which the delivery / completion was intended, the parties have the right to dissolve the Agreement in writing, without Sinatec being liable to pay compensation to the Client. If performance by Sinatec is permanently impossible as a result of force majeure, the parties are also entitled to dissolve the Agreement, without Sinatec being liable to pay compensation to the Customer.
- 11.3 In the event of dissolution on the basis of the provisions of this article 11, Sinatec is entitled to demand payment for the part of the Agreement that has already been performed before the circumstance causing the force majeure has become apparent.

Article 12: Pavment

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12.1

12.2

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- indicated by Sinatec in the currency in which the invoice is made. If the parties have not agreed on a method of payment, payment must be made within 30 days of the invoice date. The Customer has no authority to suspend and / or set off. If the Client believes that invoices are incorrect, it must notify Sinatec in writing within eight (8) days of the invoice date.
 - If this term is exceeded, the Customer is deemed to have accepted the invoices as correct. Unless the inaccuracy of the invoices is acknowledged in writing within the payment term, the Customer must pay the invoice amounts within the agreed payment term.

Unless otherwise agreed in writing, payments of (advance) invoices must be paid within the agreed term in a manner

- If the Customer fails to pay within the agreed term, the Customer is in default by operation of law. From that moment until the day of full payment, the Client owes an interest of 1% per month or part thereof, unless the statutory commercial interest under Article 6: 119a of the Dutch Civil Code is higher, in which case the highest interest applies. 12.4 All extrajudicial and judicial costs that Sinatec has to incur in order to collect its claim against the Client will be borne by
- the Client. The extrajudicial costs amount to at least 15% of the amount to be collected, with a minimum of € 125.00.
- 12.5 The Client agrees that Sinatec can send invoices in electronic form.

Article 13:

- 13 1 The Products sold and delivered by Sinatec have those specifications and technical requirements set by the manufacturer of the Product and are free from Defects.
- 13.2 In the event that a Product shows a Defect, Sinatec is never obliged to more than follows from the warranty given by the manufacturer / supplier with regard to the Product.
- Any claim against Sinatec, except those expressly acknowledged by Sinatec in writing, will lapse by the mere lapse of 13.3 twelve months after that claim has arisen.
- 13.4 As long as the Client does not fulfill its obligations arising from the Agreement, it cannot invoke this warranty provision. 13.5 Nor can the Customer invoke the warranty if:
 - a Defect, in whole or in part, is the result of unusual, improper, or careless use of the Product;

 - the Product has been modified, treated or processed;
 - the Product has been transferred to third parties; or
 - At the instigation of the Customer, Sinatec has used certain raw materials, packaging and the like for the Products, which caused the defect
- 13.6 If the Customer makes a claim on the warranty obligation in Article 13.2, he submits a request to that effect using the "Returns and Guarantees" form on the Website. At the request of Sinatec and at its own expense and - if possible - in the original packaging, the Customer will return the Defective Product to Sinatec, unless the Defective Product is not suitable for shipment in the condition it is in at that time.
- 13.7 Activities, including research activities, after an incorrectly invoked warranty by the Client will be charged to the Client.

Article 14: Liability

14.1

- Sinatec's liability in connection with Defective Products it supplies is limited to the fulfillment of the warranty obligations described in the previous article, unless the damage suffered was caused by intent and / or gross negligence on the part of Sinatec.
- 14 2 In all cases in which Sinatec, despite the provisions of paragraph 2, is obliged to pay compensation, Sinatec is only liable for damage that is the direct and exclusive result of a circumstance attributable to it, whereby the extent of Sinatec's liability is always is limited to the invoice amount for the Defectively delivered Products.
- 14.3 Sinatec is never liable for:
 - indirect damage, such as loss of profit, consequential damage and / or trading loss;
 - shortcomings of the auxiliarty persons engaged by it, not even in the case of intent or gross negligence on the part of these auxiliary persons;
- deviations, damage, errors and defects due to incorrect assembly or use by the Customer or a third party. 14.4 The Client fully indemnifies Sinatec against claims from third parties if and insofar as these claims are related to the Agreement entered into between Sinatec and the Client. The indemnification also includes all judicial and extrajudicial costs of Sinatec.

Article 15: Fine

15.1 Where a clause is included in these Conditions or otherwise in an Offer and / or Agreement on the basis of which the Customer owes Sinatec a fine, this fine explicitly does not replace the additional and / or replacement compensation paid by the Customer. is due to Sinatec on the basis of the law (as referred to in Article 6:92 paragraph 2 of the Dutch Civil Code)

Article 16: Intellectual ownership

- 16.1 Sinatec reserves the rights and powers it is entitled to under intellectual property law and the Copyright Act, unless the parties agree otherwise.
- 16.2 All statements on the Website and Webshop are the property of Sinatec or its suppliers or licensors.
- All Products sold, designs, sketches, drawings, files, software, parts and brochures provided by Sinatec are exclusively intended to be used by the Customer and may not be reproduced, resold, edited, modified or copied by him without the prior consent of Sinatec. , reproduced, made public or brought to the notice of third parties, unless the nature of the Products sold and / or documents provided dictates otherwise.

Article 17: Confidentiality

17.1

18.3

18.4

- The Client and its personnel are obliged to observe strict confidentiality with regard to all information that Sinatec has provided to the Client (in the Offer), the Products and the company of Sinatec in the broadest sense of the word, which they have in connection with the Agreement or the execution thereof, including the nature, reason and result of the work performed by Sinatec. The Client guarantees the fulfillment by its personnel of this confidentiality obligation.
- 17.2 If the Client does not or not fully comply with the obligation referred to in paragraph 1 of this article, he will owe Sinatec an immediately due and payable fine of EUR 25,000.00 per event as a result of this single fact.

Article 18: Cancel and return

- 18.1 If the Customer wishes to cancel an Agreement, Sinatec will charge a contractual penalty of 20% of Price as cancellation costs.
- 18.2 Cancellation is done by registered letter.
 - Contrary to what is stipulated in paragraph 1 of this article, an Agreement concluded with Sinatec with regard to Products purchased and / or produced specifically for the Customer and / or in accordance with the Customer's specifications, whether or not , cannot be canceled. The Customer is obliged to purchase these Products and to pay the sales price to Sinatec.
 - If a Product is (temporarily) unavailable, the Client will be notified of this from Sinatec no later than one month after the conclusion of the Agreement. In that case, the Customer can cancel the purchase of the relevant Product free of charge. If the Customer has already paid for the Product to Sinatec, a refund will be made to the Customer or a settlement will take place.
- 18.5 After Sinatec has delivered the Products, the Customer can, within 21 days of the invoice date, submit a request for the return of the delivered Products, stating the reason using the "Returns and Guarantees" form on the Website. Sinatec will assess a request for return and agree or not. Sinatec has the right to impose conditions on the return.

Article 19: Cancellation, suspension and termination

- 19.1 In the following cases, Sinatec's claims become immediately due and payable:
 - a. the Client is filed for bankruptcy or a request for suspension of payments is filed;
 - b. attachment is levied against the Client;
 - the Client discontinues or transfers its business or a significant part thereof, including the contribution of its business
 to a company to be established or an existing company, or proceeds to change the objectives of its business; or
 - d. the Client is in default with regard to the fulfillment of an Agreement concluded with Sinatec; and Sinatec has the authority to suspend the fulfillment of its obligations (in whole or in part) until the Client has provided security for the fulfillment of its obligations or to dissolve the Agreement, whereby the Client is liable for all damage suffered and to be suffered by Sinatec.
- During the execution of the Agreement, Sinatec is entitled to suspend the fulfillment of its obligations until the Client has provided security for the fulfillment of all its obligations under the Agreement at the request and to the satisfaction of Sinatec. The Client's refusal to provide the required security entitles Sinatec without prejudice to the right to fully compensate damage to dissolve the Agreement.19.3 Na het sluiten van de Overeenkomst is Sinatec bevoegd de nakoming van de verplichtingen op te schorten of de verplichtingen op te schorten of de redenen heeft om te vrezen dat de Klant de verplichtingen uit hoofde van de Overeenkomst niet, niet tijdig of niet volledig zal nakomen. In dit geval is ontbinding/ opschorting slechts toegelaten voor zover de tekortkoming haar rechtvaardigt.
- 19.4 Furthermore, Sinatec is authorized to immediately terminate the Agreement in writing if circumstances arise of such a nature that fulfillment of the Agreement is impossible or, according to standards of reasonableness and fairness, can no

longer be required, or if circumstances arise in a different manner. nature that unaltered maintenance of the Agreement cannot reasonably be expected.

Article 20: Applicable law and choice of forum

- 20.1 The legal relationship between Sinatec and the Customer is governed by Dutch law. The Vienna Sales Convention is
- 20.2 The Dutch court has exclusive jurisdiction. The West-Brabant-Zeeland court has exclusive jurisdiction to hear disputes between parties.