

## General terms and conditions of sale and delivery of ASLON RUBBER BV

Chamber of Commerce 28085706

Version: 2.0 -2

February 2021

### 1. Applicability

1.1 The following terms and conditions apply to all offers, order confirmations, services and deliveries of the private limited liability company ASLON RUBBER BV, established in Hoek van Holland (the Netherlands), at Kwelder 15, hereinafter to be referred to as 'ASLON RUBBER', as well as to all agreements between ASLON RUBBER and a customer, hereinafter to be referred to as 'buyer'.

1.2 Additional and/or deviating conditions – which include purchase conditions – of the buyer do not form part of the agreement between ASLON RUBBER and the buyer and are therefore not binding on ASLON RUBBER, unless ASLON RUBBER accepts the conditions of the buyer in writing in whole or in part.

1.3 Deviations from these general terms and conditions are only binding if and insofar as expressly agreed in writing and exclusively for the offers and agreements to which they apply. With regard to the other offers and agreements, these general terms and conditions remain in full force and effect.

1.4 In these terms and conditions 'in writing' means by letter or by electronic means.

1.5 Insofar as these terms and conditions are also drawn up in a language other than Dutch, the Dutch text will always prevail in the event of any discrepancy.

1.6 Should any provision of these general terms and conditions be null and void or be annulled, the remaining provisions will remain in full force and effect and the null and void or annulled provision(s) of these general terms and conditions will be replaced by (a) valid provision(s), taking into account as much as possible the purpose and purport of the void or annulled provision(s).

### 2. Prices, offers and conclusion of the agreement

2.1 All our offers are without obligation and can be revoked by us without prescribed form, even after acceptance of the offer by the buyer.

2.2 Price lists, brochures etc. provided by ASLON RUBBER are subject to change and do not constitute an offer.

2.3. An acceptance of our offer as referred to in Article 2.1, which deviates from the offer, will be deemed to be a rejection of the original offer and to be a new offer, which will not bind us. This also applies if the acceptance only deviates from our offer on minor points.

2.4 All prices in the offers mentioned by ASLON RUBBER, as referred to in Article 2.1, are only valid for those offers.

2.5 Unless expressly agreed otherwise in writing, all prices stated by ASLON RUBBER are in euros, excluding VAT, import duties and other taxes, levies or rights. Prices are based on ex works (EXW, Incoterms® 2010) unless otherwise stated in writing.

2.6 Only those discounts are provided that are stated on the offer, order confirmation or invoice. Previously granted discounts do not bind ASLON RUBBER to any agreements to be concluded subsequently by ASLON RUBBER.

2.7 Any change in one or more of the factors determining the cost price, such as purchase prices (whether or not changed with retroactive effect), exchange rates, import duties, turnover tax, increases in raw material and material prices, production costs or currency changes, which occur after confirmation of order but before delivery, entitle ASLON RUBBER, at its own discretion, to charge a corresponding higher price or to cancel the order, without the buyer being entitled to any compensation.

2.8 The agreement is concluded by ASLON RUBBER's written acceptance of the order. The confirmation is deemed to reflect the agreement correctly and in full. Additions, changes and/or further agreements are only valid if they have been agreed in writing and can still be changed in the production process or distribution process respectively. An agreement can only be concluded if all relevant data, such as for example the number of m2 or pieces, the type of product, the colour, the delivery time, and other relevant data, is known to ASLON RUBBER.



2.9 Any offer or commitment made by a representative of ASLON RUBBER is only binding insofar as the latter has confirmed this in writing.

2.10 Agreements are always entered into under the suspensive conditions that the information gathered by ASLON RUBBER indicates that, in ASLON RUBBER's opinion, the buyer is sufficiently creditworthy.

### 3. Data provided by ASLON RUBBER and buyer

3.1 Drawings, models, computer software, photographic images, samples, designs, stated dimensions, quantities, colours, materials and/or other data provided by ASLON RUBBER to the buyer are only considered as approximate descriptions of goods. The ownership of the data referred to in this Article, as well as the trademark, patent, trade name, model, copyright or any other right to this data, is vested in ASLON RUBBER and, unless expressly agreed otherwise in writing, do not pass to the buyer. The use of the aforementioned data, other than for the purposes of this agreement, is only permitted with the written consent of ASLON RUBBER.

3.2 ASLON RUBBER assumes that the design drawings, working and detailed drawings, models, photographic images, samples, designs, logos, specified dimensions, quantities, patterns, colours, materials and/or other data provided by the buyer to ASLON RUBBER are correct and adequate, without any further investigation. The buyer indemnifies ASLON RUBBER against claims in and out of court by a third party that claims that a trademark, patent, trade name, model, copyright or any other right of that third party has been infringed by ASLON RUBBER's use of the data referred to in this Article. If a third party objects to the delivery, ASLON RUBBER is, without prejudice to the above, entitled not to carry out the delivery and/or to stop it immediately and to claim compensation for the costs incurred and compensation from the buyer without ASLON RUBBER being obliged to pay any compensation to the buyer.

3.3 If ASLON RUBBER includes materials from third parties in its offers, it will base its properties and behaviour on the data provided to ASLON RUBBER by the manufacturer or supplier. ASLON RUBBER does not accept any liability for damage that may occur in this respect.

### 4. Supply

4.1 Delivery conditions are agreed upon per transaction. All delivery conditions apply in accordance with Incoterms 2010.

4.2 The buyer is obliged to ensure on the agreed day that the goods to be delivered are received, that the quantity of goods delivered as well as the specifications are checked and that the buyer signs for receipt. If the buyer does not take receipt of the goods on the agreed date, the buyer is in default and ASLON RUBBER may, at its discretion (i) dissolve the agreement without judicial intervention; (ii) send the goods to the buyer at the expense and risk of the buyer; (iii) keep the goods in its possession at the expense and risk of the buyer. All costs arising from the above circumstances, including storage costs and any reduction in revenue, will be borne by the buyer. The above is without prejudice to the other rights to which ASLON RUBBER is entitled.

4.3 A later delivery date than agreed in the purchase agreement, agreed in consultation with ASLON RUBBER, does not lead to a later invoice date. In that case, the buyer will be obliged to reimburse ASLON RUBBER for the storage costs in accordance with ASLON RUBBER's usual rate and, failing that, in accordance with the rate customary in the sector, from the time of the delivery date agreed in the purchase agreement.

4.4 The delivery time is agreed per transaction. Delivery times stated are only an indication and are never to be regarded as strict deadlines. In case of late delivery, ASLON RUBBER is not in default with regard to the delivery time until it has been given written notice of default by the buyer, and has been granted a reasonable period of time to still comply with its delivery obligation and ASLON RUBBER has not complied with this obligation.

4.5 The delivery time does not start until after an agreement has been concluded in accordance with the provisions of Article 2 and the buyer has provided ASLON RUBBER with the data and information required for the execution of the agreement and ASLON RUBBER has received any agreed advance payment from the buyer.

4.6 As soon as ASLON RUBBER notices that the stated term will be exceeded, ASLON RUBBER will contact the buyer about this. The obligations of the buyer remain unchanged. The buyer is only entitled to terminate the agreement in the case of an excessive overrun (more than four weeks) of the agreed delivery period, unless the overrun is caused by force majeure. However, the buyer can never claim any penalty or compensation;

4.7 ASLON RUBBER is entitled but not obliged to deliver the goods in parts, in which case the (payment) conditions described below also apply to each partial delivery.

## 5. Retention of title

5.1 ASLON RUBBER retains the ownership of all delivered goods until full payment of the price of all goods delivered or to be delivered by ASLON RUBBER to the buyer, as well as in respect of any claims for activities performed or to be performed by ASLON RUBBER within the context of a delivery of goods and for what ASLON RUBBER has to claim from the buyer on account of its failure to comply with the agreement concluded with ASLON RUBBER, including collection costs, interest and penalties.

5.2 The transfer of ownership of the goods will not take place until all claims as referred to in the previous paragraph have been paid in full.

5.3 If and insofar as ASLON RUBBER has not obtained payment of the due and payable claims, for which the ownership of the delivered goods is reserved, ASLON RUBBER is entitled to take back its goods without notice of default and without judicial intervention and ASLON RUBBER is irrevocably authorised to do so by the buyer insofar as necessary should this situation arise, and the buyer is obliged to grant ASLON RUBBER access to all rooms used in its company in that context, all this without prejudice to ASLON RUBBER's right to claim damages from the buyer.

5.4 ASLON RUBBER also has the right described under 5.3 in the case of suspension of payment, application for suspension of payment, bankruptcy or liquidation of the buyer's goods.

5.5 The buyer is obliged, at ASLON RUBBER's request, to establish an undisclosed pledge on the goods delivered by ASLON RUBBER as soon as ASLON RUBBER loses ownership of them for whatever reason, as security for the payment of all existing and future claims of ASLON RUBBER against the buyer, including collection costs and interest. Failing this, all claims of ASLON RUBBER are immediately due and payable and ASLON RUBBER is entitled to dissolve the agreement(s), without prejudice to the right to compensation.

5.6 The buyer is obliged to take care of the careful handling of the goods and to insure them against the usual risks and lacks the right to encumber, lease, alienate, give into use and/or establish (silent) pledge on the delivered goods other than following written consent from ASLON RUBBER, as long as the buyer has not fully complied with its obligations towards ASLON RUBBER. However, the buyer is allowed to use or alienate the goods in the normal course of his business, on the understanding that, until the buyer has paid for the goods in full and fulfilled its other obligations arising from similar agreements with ASLON RUBBER, ASLON RUBBER is entitled to exercise the rights of the buyer towards its customers. In that case, the buyer will, to the extent necessary, transfer these rights to ASLON RUBBER, which transfer ASLON RUBBER will accept. However, the buyer is not permitted to sell the goods within the context of its normal business operations at the moment when it has applied for a suspension of payment or when the buyer has been declared bankrupt.

## 6. Force majeure

6.1. ASLON RUBBER is not obliged to fulfil any obligation under a contract if it is prevented from doing so as a result of force majeure.

6.2 Force majeure in paragraph 1 is understood to mean, among other things: war, threat of war, riots, fire, factory failure, breakdown of machinery, strike, blockades, boycotts, sanctions, embargoes, lockouts, traffic disruptions, disruptions in the supply of raw materials/semi-finished products or other goods from suppliers, illness of personnel, failure to meet their obligations by subcontractors/contractors or to do so on time.

6.3 If ASLON RUBBER has already partially fulfilled its obligations when force majeure occurs or can only partially fulfil its obligations, it is entitled to separately invoice the part already delivered or the part that can be delivered and the buyer is obliged to pay this invoice as if it related to a separate agreement. ASLON RUBBER is also entitled to change the content of the agreement in such a way that it can be carried out.

6.4 If the situation of force majeure has lasted longer than sixty (60) days, both ASLON RUBBER and the buyer have the right to terminate the agreement by dissolution. In that case, the buyer is not entitled to any compensation.

## 7. Liability

7.1 ASLON RUBBER's liability towards the buyer is limited to the fulfilment of the obligations described in Article 8.

7.2 Except in the case of intent or gross negligence by ASLON RUBBER and with the exception of civil liability under mandatory provisions, ASLON RUBBER is never liable for any loss incurred by the buyer. Liability for indirect damage, consequential damage, immaterial damage, loss of profit, business or environmental damage, or damage as a result of liability towards third parties, is also expressly excluded.

7.3 ASLON RUBBER can provide advice for the processing of our goods, for example installation, fitting and use. In ASLON RUBBER's opinion, following up on these recommendations leads to the best result. ASLON RUBBER does not accept any liability for the accuracy of these opinions and in particular for their implementation.

7.4 If and insofar as, despite the above, ASLON RUBBER is liable for any reason whatsoever, this liability is limited to the amount of the net invoice value of the goods concerned.

7.5 Unless the damage is a direct result of gross negligence or intent on the part of ASLON RUBBER, the buyer will indemnify ASLON RUBBER against all claims of third parties, directly or indirectly related to (the use of) the delivered goods and will compensate ASLON RUBBER for all damage ASLON RUBBER suffers as a result of such claims.

## 8. Guarantee and complaints

8.1 ASLON RUBBER warrants defects in materials and workmanship for a period of three (3) years from the date of invoice.

8.2 If a complaint is submitted on time and it is acknowledged by ASLON RUBBER, then ASLON RUBBER, at its discretion, is only obliged to deliver the missing or the replacement (of a part) of the goods or to take back the goods and to credit the buyer for the relevant invoice amount (whereby a depreciation period of three (3) years is applied) after return of the goods in the original state). Under no circumstances is ASLON RUBBER obliged to pay compensation for other costs and/or damage.

8.3 The complaint referred to in the previous paragraph is not possible if:

- under a: the buyer is in default with respect to ASLON RUBBER;
- under b: the buyer itself has carried out application or repairs in an incompetent manner or has had them carried out by third parties on the goods delivered by ASLON RUBBER;
- under c: the buyer does not immediately report any visible defects or easily recognisable invisible defects after delivery of the purchased goods;
- under d: the goods were adulterated, cut, or otherwise prepared or processed, used or damaged;
- under e: the delivered goods have been exposed to abnormal circumstances, such as, for example, pollution, external violence, warping of the underlying structure or overloading, or have otherwise been handled carelessly or contrary to ASLON RUBBER's instructions;
- under f: loss of quality due to poor maintenance, natural wear and tear or because the delivered goods have been stored for longer than normal and under inadequate circumstances. Inadequate circumstances include, for example: wet/humid environment, outdoors, carelessly set down/laid, etc.;
- under g: there are minor deviations in quality, dimensions, colours and material structure which are customary in the trade and/or which are technically unavoidable.



8.4 Immediately after receipt of the goods, the buyer is obliged to inspect them, including their packaging, for any shortcomings and/or damage. Any shortcomings, visible defects and/or easily identifiable invisible defects and/or damage in this respect must be reported by the buyer on the transport document or the delivery note immediately upon receipt of the delivered goods. Complaints must be submitted to ASLON RUBBER as soon as possible by email with photographs, but in any case within five (5) working days after receipt of the goods, with an accurate statement of the nature and grounds of the complaints, failing which the buyer is deemed to have accepted the delivered goods. The commissioning of the goods will be deemed to be acceptance.

8.5 The buyer must allow ASLON RUBBER to have the goods concerned inspected by an employee of ASLON RUBBER or by a third party engaged by ASLON RUBBER. In the event that the complaint is upheld, the costs of the inspection (including travel and accommodation expenses) will be borne by ASLON RUBBER. In the event of a declaration that the complaint is unfounded, these expenses will be borne by the buyer.

8.6 A complaint does not give the buyer the right not to fulfil his (payment) obligations towards ASLON RUBBER, or to invoke suspension or set-off.

## 9. Payment

9.1 As long as ASLON RUBBER has not granted a credit limit to the buyer, the delivery will only be made under (full or partial) advance payment.

9.2 Payment by the buyer must be made within thirty (30) days of the invoice date, unless otherwise indicated in writing by ASLON RUBBER. Payment must be made without deduction of any discount, bank charges or any settlement of debts in euros, by means of deposit or transfer to a bank account designated by ASLON RUBBER. Payment is deemed not to have been made until the amount due has been irrevocably credited to ASLON RUBBER's bank account.

9.3 If the buyer fails to pay the invoice amount due on time, it will be in default, without prior demand and notice of default being required, and will owe interest of 1% of the invoice amount per month, with part of a month being counted as a full month, starting from the date on which the invoice amount becomes due and payable, over the amount due and payable as from the date on which the default occurs.

9.4 All costs, both judicial and extrajudicial, relating to collection of the amounts payable by the buyer and not paid on time, are for the account of the buyer. The extrajudicial costs will be fixed at at least 15% of the relevant invoice amount and will not amount to less than EUR 250 per claim.

9.5 ASLON RUBBER is at all times entitled, when or after entering into the agreement, before (further) performance, to require the buyer to immediately provide (additional) payment security in a form to be determined by ASLON RUBBER. If the buyer fails to provide the required security (on time), ASLON RUBBER is entitled, without prejudice to its other rights, to immediately suspend the further execution of the agreement or to dissolve the agreement in whole or in part without any notice of default or judicial intervention being required, without prejudice to its right to compensation of the damage it has suffered. Everything that the buyer owes ASLON RUBBER for whatever reason is also immediately due and payable.

9.6 Any objections to an invoice must be submitted to ASLON RUBBER in writing, stating the reasons, within eight (8) working days of the invoice date. After the expiry of this period, complaints will no longer be dealt with and the buyer will have forfeited its rights in this respect. Objections to the amount of the invoices submitted do not suspend the buyer's payment obligation.

## 10. Suspension and dissolution

10.1 ASLON RUBBER has the right, without judicial intervention and without notice of default, to suspend the agreements between it and the buyer for a reasonable period of time or to dissolve the agreement without any obligation to pay compensation, if the buyer does not (in a timely fashion), does not properly or not fully comply with the (payment) obligations arising for it from any agreement

concluded with ASLON RUBBER, or if there are grounds to fear that the buyer will not or not comply with its obligations in a timely fashion, as well as in the event of bankruptcy or suspension of payments of the buyer or in the event of the closing down or liquidation of its business.

10.2 Suspension and dissolution will not affect the obligation to pay for goods already delivered. In addition, ASLON RUBBER is then entitled to claim compensation from the buyer for damage, costs and interest, including loss of profit by ASLON RUBBER. These claims are immediately due and payable.

10.3 If the buyer is in default of or in default of one or more of his obligations, then all reasonable costs for obtaining payment, both in and out of court, including ASLON RUBBER's costs of legal assistance that it must incur as a result of the buyer's failure to comply, to comply on time or to comply correctly, are for the account of the buyer.

## **11. Cancellation**

11.1 In principle, it is not possible for the buyer to cancel an order. If the buyer nevertheless cancels an order in whole or in part, as a result of any cause whatsoever, it is obliged to compensate ASLON RUBBER for all costs reasonably incurred with a view to the execution of the order (including costs of preparation and the like), without prejudice to ASLON RUBBER's right to compensation for loss of profit and other damage. Furthermore, the buyer is obliged to reimburse the costs resulting from the cancellation.

11.2 In the event of cancellation, cancellation costs are also payable by the buyer. These amount to fifty (50)% of the principal sum, plus VAT.

## **12. Choice of law and competent court**

12.1 All disputes between the buyer and ASLON RUBBER, which may arise from the agreement concluded with the buyer, will be settled exclusively by the competent court in the area in which ASLON RUBBER has its registered office, without prejudice to ASLON RUBBER's right to submit the dispute, if it so desires, to the competent court in the place where the buyer has its registered office. Disputes between ASLON RUBBER and buyers established outside the EU will be finally settled by means of arbitration of the International Chamber of Commerce (ICC) in accordance with the ICC Arbitration Rules by one arbitrator appointed in accordance with these Rules. The language used is English or Dutch. The arbitration will take place in The Hague (Netherlands).

12.2 These terms and conditions and all offers made by ASLON RUBBER, as well as all agreements and all disputes between parties, are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.