

General Terms and Conditions of Sale of WorXite

1. Definitions

- 1.1. WorXite: the private limited company under Dutch law (besloten vennootschap met beperkte aansprakelijkheid) Belle Ami B.V., established in Midlaren, the Netherlands, registered in the commercial register of the Chamber of Commerce for North Netherlands under Number 66178487.
- 1.2. Counterparty: any party which has or will have a contractual relationship with WorXite of whatever nature.

2. Enforcement of an agreement and amendments

- 2.1. All quotations issued by WorXite are without obligation, even if a deadline for acceptance is mentioned.
- 2.2. WorXite shall be entitled at all times to revoke an offer or quotation until three days after its acceptance.
- 2.3. WorXite shall not be obliged to execute any accepted quotations if they are based on apparent writing errors.
- 2.4. Acceptance by Counterparty of an offer by WorXite which states the applicability of the general terms and conditions (of purchase) of Counterparty (whether or not to the exclusion of the General Terms and Conditions of WorXite) shall not apply.
- 2.5. The general terms and conditions (of purchase) of Counterparty are expressly rejected by WorXite.
- 2.6. These General Terms and Conditions apply to all current and future legal relations between WorXite and Counterparty.
- 2.7. Insofar as an agreement derogates from the provisions of these General Terms and Conditions, the substance of the agreement shall prevail.
- 2.8. Any amendments in an agreement (including the General Terms and Conditions) between parties can be substantiated only by written documents. Stipulations which derogate from these Terms and Conditions of Sale shall apply only to the agreement wherein those stipulations have been formulated.
- 2.9. Both parties shall pay their own costs incurred during the negotiations and preparations leading to the agreement.
- 2.10. Wherever written confirmation is mentioned in these Terms and Conditions, this shall also include, in the event of an order via electronic means such as the website or by e-mail, confirmation by e-mail via the e-mail address provided by buyer.

3. Delivery and risk

- 3.1. The products are delivered Ex Works (EXW), as described in the most recently issued Incoterms of the International Chamber of Commerce (ICC), unless otherwise expressly stated. Counterparty has a purchase obligation.
- 3.2. If Counterparty wishes to insure the products, WorXite shall provide Counterparty with all the details necessary to effect transport insurance immediately when requested.
- 3.3. If it has been agreed that WorXite takes responsibility for transport, Counterparty shall supply to WorXite all the details necessary for transport, including but not limited to the correct documents for Customs. Counterparty shall bear the risk as regards the completeness and/or correctness of the details. Any delay in the delivery time due to a hold-up at Customs, whether or not this is due to the incomplete or incorrect provision of details by Counterparty, shall be at Counterparty's expense and risk.
- 3.4. If products are not accepted by Counterparty due to force majeure or due to its failure to comply with its purchase obligation, or at least cannot be transported to

their destination, WorXite shall be entitled to store those products at the expense and risk of Counterparty, and to demand payment without Counterparty being entitled to a suspension of payment.

- 3.5. If Counterparty fails to comply with its purchase obligation, WorXite shall be entitled to sell the products after the expiry of a period of 4 weeks after the products should have been accepted, and to do so on behalf of Counterparty and against a reasonable price to be determined by WorXite. In that case, WorXite shall be entitled to set off the purchase sum paid to Counterparty against all its claims against Counterparty, including its compensation claims.
- 3.6. The loss of or damage to the products after the risk has been transferred to Counterparty shall not release Counterparty from its obligation to pay the price, unless the loss or damage can be fully attributed to an intentional act on the part of WorXite aimed at causing that damage or grave negligence.
- 3.7. Stated and/or agreed delivery terms apply approximately and never as absolute deadlines.
- 3.8. Counterparty is not entitled to dissolve the agreement due to the expiry of a stated deadline until it has given WorXite, after its failure to deliver within the agreed delivery term, a reasonable later deadline in writing to deliver the goods, and delivery within that deadline has not taken place either.
- 3.9. The reasonable deadline referred to in the previous paragraph shall be at least 1 month.
- 3.10. Counterparty shall not be entitled to dissolve the agreement if the late delivery can be (partly) attributed to Counterparty.

4. Impracticability of the order and force majeure

- 4.1. WorXite shall be entitled to suspend compliance with its obligations if it is prevented from such compliance due to circumstances which could not be anticipated when the agreement was concluded and which are beyond its control.
- 4.2. Circumstances that cannot be anticipated by WorXite and which are beyond its control include the circumstance that its suppliers and/or subcontractors fail to (fully) comply with their obligations, weather conditions, earthquakes, fire, the loss or theft of tools, the loss of the materials to be processed, defects to machinery, road blockades, strikes or stoppages, internet or telecom interruptions or outages, illness or disease of key personnel, and import or trade restrictions.
- 4.3. WorXite shall be entitled to dissolve the agreement if it is unable to fulfil its obligations as a consequence of a circumstance as referred to in Paragraph 1 of this Article. If WorXite has suspended its obligations for a period of more than 3 months as a consequence of a circumstance as referred to in Paragraph 1 of this Article, Counterparty shall be entitled to dissolve the agreement for that part for which compliance has been suspended.
- 4.4. WorXite shall not be liable for any damage caused by dissolution or suspension on the basis of this article.

5. Reservation of title

- 5.1. WorXite reserves the title of all the items supplied and to be supplied until the moment when Counterparty has paid all it owes to WorXite under existing and future contracts, including the obligation to pay interest and other (collection) costs, and any compensation and payments due for supplied services.
- 5.2. If it is necessary to establish which products are covered by the reservation of title of WorXite, the records maintained by WorXite shall be binding between parties for determining the scope of the reservation of title between parties.
- 5.3. Counterparty must store all the items delivered by WorXite separately.
- 5.4. Parties deem that all the products of the type that are supplied by WorXite to Counterparty have been supplied by WorXite only.

6. Prices

- 6.1. Unless otherwise is expressly stated, prices in offers and agreements or any other quotation by WorXite are in Euros, ex VAT, and exclusive of any import duties, other taxes, charges and duties.
- 6.2. An increase in cost-price determining factors, occurring after conclusion of the agreement, may be charged on to Counterparty by WorXite if fulfilment of the agreement has not yet been completed at the time of the increase.

7. Payment and right to claim payment

- 7.1. Unless otherwise has been agreed in writing, payment must take place in advance by bank transfer, Credit Card, iDEAL, MiniTix, V-PAY or Mister Cash.
- 7.2. If payment has not taken place within the agreed payment term or if the payment has been reversed, revoked or otherwise has been cancelled, Counterparty shall owe interest to WorXite from the date of the expiry of the payment term. Interest is 12% annually, but it shall equal legal (commercial) interest (6:119a BW [Civil Code]) if that is higher.
- 7.3. Counterparty shall be liable for all costs genuinely incurred by WorXite (both judicial and extrajudicial) which relate to the collection of its claims against Counterparty. The legal costs incurred by WorXite shall not be limited to the liquidation rate applied by the Dutch Court, but shall be paid in full by Counterparty.
- 7.4. Everything owed by Counterparty to WorXite shall be payable on first demand if a payment term has been exceeded, the bankruptcy (or the equivalent thereof used in a different country) of Counterparty has been pronounced, Counterparty has applied for a suspension of payments (or the equivalent thereof), if goods or claims of Counterparty are confiscated, if Counterparty is a legal entity and is dissolved or liquidated or halts its business operations, or if Counterparty is a natural person and requests to be considered for legal debt adjustment (or the equivalent thereof), is under a receivership or deceases.
- 7.5. Payments must be made in Euros unless otherwise has been agreed.
- 7.6. Irrespective of the agreed payment conditions, Counterparty shall be obliged to provide what the WorXite considers to be adequate security for payment at the latter's request.
- 7.7. If Counterparty fails to comply with that request within the term set by WorXite, it shall be in default immediately. In that case, WorXite shall be entitled to dissolve the agreement and recover its damage from Counterparty.
- 7.8. Counterparty shall not be entitled under any circumstance to set off its payment claims towards WorXite against its payment obligations to WorXite in whatever capacity.

8. Guarantee, indemnification and instructions for use

- 8.1. The products to be supplied by WorXite comply with the usual requirements and standards for normal use in the Netherlands that can be imposed on them within reason at the time of delivery.
- 8.2. WorXite shall not be liable for any damage if its products do not comply with requirements and regulations from countries other than the Netherlands. This includes, but is not limited to, local legislation, required permits, fiscal matters and import regulations. Counterparty shall be responsible for such liabilities if it imports the products from countries other than the Netherlands.
- 8.3. Counterparty shall indemnify WorXite against any claim by third parties on the basis of the fact that the products do not comply with local legislation and regulations (outside the Netherlands), insofar as they have been brought into circulation by Counterparty or any companies affiliated to it in the relevant country.

- 8.4.** Counterparty shall indemnify WorXite against any claim for damages by third parties which is the consequence of the use of the products insofar as they have been brought into circulation in the relevant country by Counterparty or any of its affiliated companies.
- 8.5.** Counterparty must inform WorXite at all times about any requirements (including information obligations) that apply to the sales, import and transport to the countries where Counterparty receives the products, sells them or intends to sell them.
- 8.6.** WorXite shall never be liable for any nonconformities to the products or any damage caused by the use of the products if the products have been used in a manner that differs from that stated in the relevant instructions for use or have been loaded with a heavier weight than the maximum weight stated in the instructions for use. If requested to do so by WorXite, Counterparty must prove that the products have been used in accordance with the relevant instructions.

9. Product inspection and complaints period

- 9.1.** Counterparty must inspect the products, or have them inspected, before or during their delivery. Any visible or other faults or deviations from what has been agreed that can be acknowledged in fairness through inspection must be reported to WorXite in writing, preferably directly on inspection but no later than 8 days after delivery of the products. If Counterparty has not made use of the opportunity to inspect the products, or have them inspected, before or during their delivery, it shall be assumed as a fact between parties, in the absence of proof to the contrary, that the products have been delivered without visible faults or faults acknowledgeable in fairness by means of inspection.
- 9.2.** Counterparty must notify WorXite of any other faults or deviations from what has been agreed in writing within 30 days of delivery.
- 9.3.** If Counterparty fails to notify WorXite of the fault in writing within the periods mentioned in this article, it shall lose its right to appeal to any legal consequences occurring as a result of the fault or deviation from what has been agreed.
- 9.4.** Any minor deviations from the requested dimensions, weights, compositions or colours, or any other deviations which do not involve an essential change to the composition, finish or applicability of the products, do not entitle Counterparty to cancel or (partially) dissolve the agreement, or to refuse to accept or pay for the products.
- 9.5.** If it has been established that a product is faulty and a timely complaint has been made regarding that product, WorXite shall (to the sole discretion of WorXite) a) replace the faulty product, after the product has been returned or b), if returning it is not possible within reason, after written notification as regards the fault by Counterparty, or c) ensure that it is repaired, or d) pay compensation for its replacement to Counterparty up to a maximum of the purchase amount of the faulty product.
- 9.6.** If a complaint is unfounded, the costs incurred by WorXite as a result, including any costs of investigation, shall be payable integrally by Counterparty.
- 9.7.** Complaints do not entitle Counterparty to suspend or reduce its obligations under the agreement.

10. Suspension and dissolution

- 10.1.** WorXite reserves the right to suspend its obligations under any agreements in the event that Counterparty has failed to comply with all its obligations under this and previous agreements with WorXite (for instance (but not limited to) Article 7.2).
- 10.2.** In addition to the other rights to dissolution under the law and the agreement, WorXite shall be entitled to dissolve the agreement by means of an extrajudicial declaration if it fears that the solvency situation of Counterparty is deteriorating,

Counterparty has been declared bankrupt (or an equivalent thereof), it has requested a suspension of payments (or an equivalent thereof), or it has halted or intends to halt its business operations.

10.3. Insofar as Counterparty has a right to dissolution, this shall be limited in the case of continuous-performance contracts to the dissolution of the order or part thereof with regard to which there has been an attributable failure on the part of WorXite. In that case, parties shall have a cancellation obligation with regard to all mutual performance of services related to the relevant order or part thereof. The right to dissolution shall not apply to subsequent orders and/or deliveries.

11. Intellectual property rights and packaging requirements

11.1. Unless otherwise has been agreed expressly in writing, WorXite shall retain the copyrights and all other intellectual property rights with regard to the products it has supplied, the offers it has made, and the designs, images, drawings, (test) models, software, etc. it has provided.

11.2. Counterparty shall be authorised to use the WorXite Podoblock trademark or other trademarks and trade names belonging to WorXite and other intellectual property rights only for the sale of WorXite products in packaging labelled by WorXite.

11.3. The use by Counterparty of the WorXite Podoblock trademark or other trademarks and trade names belonging to WorXite and other intellectual property rights for the sale of products other than WorXite products in packaging labelled by WorXite is expressly prohibited.

11.4. Counterparty indemnifies WorXite against any claims by third parties with regard to intellectual property rights regarding materials or data provided by Counterparty which are used in the fulfilment of the agreement.

11.5. If Counterparty becomes aware that the products of WorXite infringe upon any intellectual property right belonging to a third party, or that a third party infringes upon an intellectual property right belonging to WorXite, Counterparty shall notify WorXite thereof forthwith.

11.6. In the event that a third party infringes upon an intellectual property right belonging to WorXite, Counterparty shall cooperate in order to enable WorXite to take action against such infringement with or without the intervention of the law.

11.7. Counterparty shall not make any changes to WorXite's packaging.

11.8. The offers and quotations issued by WorXite, as well as any drawings, templates, software, calculations, descriptions, models, tools, etc shall remain the property of WorXite, irrespective of whether any costs have been charged in that respect, unless otherwise has been agreed in writing. The information included therein or providing the basis for the manufacturing and construction method, products, templates, etc remains the exclusive property of WorXite even if costs have been charged in that respect, unless otherwise has been agreed in writing. Counterparty guarantees that the information referred to, unless such forms part of the fulfilment of the agreement, shall not be copied, disclosed to third parties, communicated or used without prior written permission from WorXite.

12. Administration

12.1. Counterparty must correctly maintain the administration of all the products supplied by WorXite at all times, whereby it records at least for each dispatch the party to which the products have been sold. If, in the opinion of WorXite, the data can contribute in any legal procedure between WorXite and Counterparty, Counterparty shall present that data to WorXite immediately when requested.

13. Storage and shelf life data

13.1. Counterparty shall observe at all times any instructions by WorXite with regard to the storage of any products it has supplied.

13.2. Under no circumstance shall Counterparty sell or alienate any products supplied by WorXite if their use-by date has already passed.

14. Liability

14.1. With the exception of cases of intent or grave error on the part of WorXite, WorXite shall never be liable for any damage as a consequence of any nonconformities of sold products, provided services or work undertaken, either towards Counterparty or towards third parties. Neither shall WorXite be liable for any errors by staff of WorXite or by WorXite in terms of any third parties engaged in the execution of the agreement, with the exception of cases of intent or wilful recklessness.

14.2. WorXite's liability shall be limited in all cases to the sum paid by its liability insurer for the case in question, but in the event of liability for a nonconformity in the fulfilment of a delivery agreement, it shall not exceed the invoice amount of the relevant order.

14.3. WorXite shall be liable only for direct damage. Direct damage is understood to mean the reasonable costs involved in establishing the cause and extent of the damage, insofar as such is relevant to damage as referred to in this paragraph, and any reasonable costs incurred to ensure that the inadequate performance by WorXite is improved to such an extent that it corresponds to the agreement, insofar as this can be attributed to WorXite, and any reasonable costs incurred to prevent or limit any damage, insofar as Counterparty is able to demonstrate that such costs have led to limiting the direct damage.

14.4. Under no circumstance shall WorXite be liable for any indirect damage including, but not limited to, loss of profit, missed savings, an interruption in business operations, injuries and damage to third parties, even if such is the consequence of non-compliance or inadequate compliance with a repair obligation.

14.5. The limitation of liability in this article shall also apply to the guarantees referred to in Article 8.

14.6. WorXite does not except any liability for a design elaborated by it or by third parties, or for any specification of materials by third parties with regard to that design.

15. Recall

15.1. Counterparty shall not initiate a complete or partial recall of any products supplied by WorXite without prior permission from WorXite.

15.2. Counterparty shall initiate a complete or partial recall of products supplied by WorXite at WorXite's request. In such a case WorXite shall pay any relevant costs, incurred within reason, to Counterparty.

16. Confidentiality

16.1. Counterparty shall observe confidentiality with regard to all confidential information which it has obtained under the agreement or from another source, failing which it shall have to pay a penalty of € 10,000 in each instance, payable on first demand, without prejudice to WorXite's right to demand additional compensation.

16.2. WorXite is entitled, partly for commercial purposes, to publicise Counterparty's name as its trading partner to third parties.

17. Notifications and announcements

17.1. All notifications and announcements directed by Counterparty to WorXite which aim to have legal consequences must take place in writing and by registered post.

18. Applicable law and competent Court

18.1. All legal relations in which WorXite is one of the parties shall be subject exclusively to Dutch law, even if a contract is fulfilled abroad in whole or in part, or if the other

party in the legal relationship has its domicile abroad. Proof of an agreed alternative legal system can be provided only by means of a document signed by both parties.

18.2. The Vienna Convention (CISG) shall not apply to (the enforcement of) the agreement concluded between WorXite and Counterparty.

18.3. Unless otherwise has been determined by imperative law, the Dutch Civil Court (in Groningen) shall be competent exclusively to settle any disputes arising from agreements between WorXite and Counterparty.