

General terms and conditions - M.T.S. Euro Products B.V.

These General Terms and Conditions have been translated from Dutch. In the event of any discrepancies or contradictions between the German and Dutch versions, the Dutch version shall prevail.

www.europroducts.com



ARTICLE 1 – APPLICABILITY

- 1.1 These terms and conditions apply exclusively to all quotations and order confirmations relating to agreements with us and deliveries made by us.
- 1.2 The buyer may only rely on any deviating and/or supplementary terms if and in so far as these have been expressly accepted by us in writing. In that case, the deviation from these terms and conditions shall apply only to that particular transaction.
- 1.3 The buyer, having once entered into a contract on the present terms and conditions, agrees to the applicability of these terms and conditions to subsequent agreements between them and the seller.

ARTICLE 2 – OFFERS AND AGREEMENTS

- 2.1 All our quotations are subject to change ("Vrijblijvend"). A firm quotation is valid for a period of 30 days only, unless otherwise agreed.
- 2.2 Instructions, orders and acceptances of quotations by the Buyer shall be deemed to constitute an offer to us and are irrevocable.
- 2.3 We are only bound after and to the extent that we have confirmed the buyer's offer in writing. For the purposes of this article, 'written confirmation' also includes confirmation by electronic means, such as by email or via an automated ordering system.

ARTICLE 3 – COLOUR, PURITY, QUALITY AND WEIGHT

- 3.1 Minor deviations in colour, purity and quality shall under no circumstances give rise to any complaint, refusal to accept the delivery, termination of the contract of sale or delay in payment of the purchase price.
- 3.2 Upon delivery of sanitary or other paper, a deviation in the weight per square metre, either upwards or downwards, of 5% is permitted.

ARTICLE 4 – PRICE

- 4.1 All prices quoted by us and those agreed with us are net, and therefore exclude VAT, amongst other things. They also exclude the costs of loading, transport, unloading and insurance.
- 4.2 If we have undertaken to provide packaging, loading, transport, unloading, insurance and any other services without an explicit price having been agreed in writing, we are entitled to charge the buyer the actual costs and/or our standard rates for these services.

ARTICLE 5 – DELIVERY TERMS

- 5.1 The delivery period commences at the time we have accepted the buyer's offer and after any agreed advance payment has been received by the seller or security for payment has been provided in our favour.
- 5.2 The delivery times specified by us shall never be regarded as strict deadlines ("fatale termijnen"). Exceeding these deadlines shall not entitle the buyer to additional or substitute compensation or to claim non-performance of any obligation arising from the contract. Nor shall the buyer be entitled to terminate or rescind the contract, unless we have failed to deliver the goods within a reasonable period.
- 5.3 Goods shall be delivered carriage paid to the buyer's premises ("franco huis"), unless otherwise agreed.
- 5.4 Should the buyer refuse to accept a delivery that does meet the specified requirements, we shall be entitled, after a period of two weeks has elapsed, to rescind the contract by means of a written notice, in which case the buyer shall be obliged to compensate us for any loss suffered, without prejudice to our right to demand performance.
- 5.5 The buyer is entitled to resell and redeliver the goods supplied by us, provided that, in the event of sale or disposal within the Netherlands:
 - These goods are supplied in their original, unaltered packaging.
 - The buyer agrees with its customer, by way of a chain clause, that the aforementioned obligations must also be complied with in the event of any resale, or at least disposal and onward supply, within the Netherlands.

ARTICLE 6 – TRANSFER OF RISK AND TITLE

- 6.1 The risk in respect of the goods to be supplied by us shall pass to the buyer from the moment those goods are deemed to have been delivered as referred to in Article 5.3.
- 6.2 The goods delivered and to be delivered by us shall remain our property until full payment has been made of all sums due to us from the buyer under the agreement, including damages, costs and interest.
- 6.3 The buyer is permitted, in the course of its normal business operations, to process and/or resell the goods supplied subject to retention of title. However, so long as payment in respect of these goods has not been made in full, the buyer is not entitled to create a charge or any other security interest in these goods for the benefit of third parties. Furthermore, a buyer who is in default of payment is obliged to return the goods that have not yet been sold to us upon first demand. In the event that third parties

attach those goods, which are in the buyer's possession subject to our retention of title, the buyer is obliged to inform us of this without delay.

ARTICLE 7 – FORCE MAJEURE

- 7.1 Force majeure shall be deemed to exist if the performance of the contract is wholly or partially prevented, whether temporarily or otherwise, by circumstances beyond the control of the parties, including, but not limited to, the threat of war, fire, strikes, sit-ins, lockouts, blockades, riots, disturbances, disruption to transport and other transport disruptions, import and export bans, accidents, disruption to the energy supply, operational disruptions, excessive sick leave, or delayed delivery of raw materials, consumables or components ordered in good time. In the event of force majeure, the parties' obligations shall be suspended ("opgeschort").
- 7.2 The parties are obliged to notify each other immediately in writing of any force majeure situation. If the force majeure is of a permanent or long-term nature, both parties are entitled to terminate the agreement in respect of the part that cannot be performed by means of a written declaration, without either party being liable to pay any compensation to the other.
- 7.3 With regard to agreements in which it has been agreed that delivery shall take place in instalments, in the event of temporary force majeure, the 'termination referred to in the preceding paragraph shall apply only to the part of the delivery affected by the force majeure and not to future deliveries.
- 7.4 If, in the event of permanent or temporary force majeure, we have fulfilled part of the order, the buyer is obliged to accept the part that has been fulfilled on the agreed terms.

ARTICLE 8 – COMPLAINTS

- 8.1 The buyer is obliged, if upon receipt they notice a clearly visible discrepancy in quantity between the quantity ordered by the buyer and that supplied by us, or if they discover any damage, to make the necessary reservation with the carrier – on pain of forfeiting any rights against us – and to notify us of this without delay.
- 8.2 Complaints regarding immediately visible defects in goods delivered by us, other than those referred to in 8.1, as well as complaints regarding defects in goods supplied by the seller that are not immediately apparent but which can be detected by a superficial examination or a simple check, must be submitted to us in writing no later than 5 working days after receipt by the buyer, failing which any claim in this regard against the seller shall lapse.
- 8.3 Complaints regarding defects or irregularities which can only be discovered through thorough examination, a test run or during normal operation on the machine must be submitted to the seller in writing immediately upon discovery and, in all cases, within 6 months of the buyer taking delivery of the goods, failing which any claim against us in respect of such defects shall lapse.
- 8.4 At all times, at least 90 per cent of the goods to which the complaint relates must be present for inspection.
- 8.5 In the event of a complaint, (further) processing of the goods may only take place after written consent has been obtained from us. The discovery of a defect in part of the delivered consignment does not entitle the buyer to reject the entire consignment. Complaints do not entitle the buyer to suspend payment in whole or in part.
- 8.6 The return of the goods supplied is permitted only with our express consent. Goods returned without consent shall be held at the buyer's disposal at the buyer's expense and risk. This does not release the buyer from their obligation to pay for these goods.
- 8.7 In the event of a complaint made in good time, we are only obliged to provide the buyer with a replacement consignment; this obligation only applies if the buyer can demonstrate that the defects already existed at the time of delivery. We are never liable for any compensation.
- 8.8 Upon expiry of the time limits referred to in clauses 8.1, 8.2 and 8.3, the buyer shall be deemed to have unconditionally accepted the delivery and any claim by the buyer against the seller in respect of those defects shall lapse.
- 8.9 Complaints regarding minor deviations in size, weight, colour, shape, purity, appearance, quality and/or soundness of the goods delivered – as specified in the technical section of these terms and conditions – which are considered acceptable within the industry or are technically unavoidable, shall not be admissible.

ARTICLE 9 – LIABILITY

- 9.1 We shall never be obliged to pay the buyer any additional or supplementary compensation, except where and to the extent that the damage suffered was caused by wilful misconduct or gross negligence on our part or on the part of our own employees or third parties engaged by us. Except in the case of wilful misconduct on our part, our liability for business loss, consequential loss or indirect loss

is always excluded. Any liability on our part for loss suffered by the buyer or a third party as a result of the use and/or storage of goods sold and delivered by us is expressly excluded.

- 9.2 In all cases where we are obliged to pay compensation, this shall never exceed, at our discretion, either the invoice value of the goods delivered which caused the damage or in connection with which the damage arose, or, if the damage is covered by our insurance, the amount actually paid out by the insurer in respect thereof.
- 9.3 The buyer shall indemnify ("vrijwaren") us, our employees and any agents engaged by us for the performance of the contract against any claims by third parties arising from our performance of the contract, in so far as such claims exceed or differ from those to which the buyer is entitled against us.
- 9.4 Our employees or auxiliary persons engaged by us for the performance of the contract may rely on all defences arising from the contract against the buyer as if they themselves were parties to the contract.
- 9.5 Any claim against us, except those acknowledged by us, shall lapse by the mere expiry of 6 (six) months from the date on which the claim arose.

ARTICLE 10 – PAYMENT AND SECURITY

- 10.1 Unless expressly agreed otherwise in writing, our invoices must be paid within 30 days of the invoice date. However, we are at all times entitled to deliver on a cash-on-delivery basis, to demand full or partial advance payment and/or to obtain security for payment in any other way.
- 10.2 Unless expressly agreed otherwise in writing, our office shall be the place of payment.
- 10.3 The risks and costs associated with payment by the buyer via direct debit or bank transfer shall be borne by the buyer. In the event of payment by bill of exchange, the costs thereof shall be borne by the buyer.
- 10.4 If the buyer fails to settle any amount owed by them in accordance with the foregoing, the buyer shall be in default by operation of law, without any prior notice of default being required. From the date on which the buyer is in default of payment, all our claims against the buyer become due and payable, and default in respect of those claims shall also take effect immediately without notice of default. From the day on which the buyer is in default, they shall owe us default interest on the amount due at a rate of 1.5% per month or part of a month during which their default continues.
- 10.5 Payments received shall first be applied to the claim against the buyer that has been outstanding the longest, including interest and costs, and subsequently to the claim that has been outstanding the next longest, until all claims we may have against the buyer have been settled, including interest and costs. All costs, including any out-of-court costs incurred in connection with the recovery of the debt, shall be borne by the buyer. We are entitled to charge collection costs.
- 10.6 The buyer waives any right to set off amounts owed by either party.

ARTICLE 11 – TERMINATION

- 11.1 If the buyer fails to fulfil one or more of its obligations, or fails to do so on time or in the proper manner, is declared bankrupt, applies for (provisional) suspension of payments, proceeds with the liquidation of its business, offers a composition, if its assets are seized in whole or in part, or if it otherwise transpires that the buyer is insolvent, we are entitled to suspend ("op te schorten") the performance of the contract or to terminate ("ontbinden") the contract in whole or in part by means of a written notice without prior notice of default ("ingebrekenstelling"). This shall be at our discretion and always without prejudice to any rights to which we are entitled or to compensation for costs, damages and interest.
- 11.2 The buyer is only entitled to terminate the contract in the cases referred to in Articles 5.2 and 7.2.

ARTICLE 12 – DISPUTES AND GOVERNING LAW

- 12.1 All obligations between the parties are governed by Dutch law.
- 12.2 Any disputes arising out of or in connection with the agreements concluded between the parties shall be settled exclusively by the competent court in Rotterdam, unless we prefer to submit the dispute to the court having statutory jurisdiction.

ARTICLE 13 – ONLINE ORDERS AND ONLINE SHOP

- 13.1 Obvious errors or mistakes in the products listed on the website, such as glaring pricing errors or incorrect product descriptions, are not binding on us. We reserve the right to cancel such orders.

ARTICLE 14 – PRIVACY AND PERSONAL DATA

- 14.1 The processing of personal data is governed by our Privacy Statement, as published on our website.