

**GENERAL TERMS AND CONDITIONS  
GOVERNING THE SUPPLY OF GOODS AND/OR SERVICES  
BY SENBIS SUSTAINABLE PRODUCTS B.V.**

All offers, quotes and contracts/agreements between Senbis Sustainable Products B.V. (hereinafter referred to as: "Senbis") on the one hand and another party (hereinafter referred to as: "Customer") on the other are subject to these General Terms and Conditions. Divergent, contrary, or additional terms requested by the Customer shall not form part of the agreement between Senbis and Customer without the prior written consent of Senbis.

**1. APPLICABILITY AND SCOPE**

1. The provisions in these General Terms and Conditions will be fully applicable to all (agreements for the) delivery or provision of products by Senbis to the Customer, even if the products in question have been provided to the Customer free of charge, the products are intended for advertising purposes, they are samples, experimental products, etc. (hereinafter jointly referred to as: "Samples").
2. The application of any purchasing or other general terms and conditions of the Customer is explicitly excluded.
3. If one or more provisions of these General Terms and Conditions is wholly or partially null and void or has to be nullified, the other provisions in these General Terms and Conditions will remain fully applicable. In that case, Senbis and the Customer will consult in order to agree new provisions to replace the null and void or nullified provisions, whereby the purpose and tenor of the original provisions will be taken into consideration as far as possible.
4. The provisions in these General Terms and Conditions will not impair the rights that Senbis has otherwise under the law.

**2. OFFERS, CONCLUSION OF CONTRACTS**

1. All quotes and offers by Senbis are completely free of obligation, unless explicitly provided otherwise.
2. All information provided with an offer by Senbis will remain the property of Senbis. The intellectual property rights in such information will also remain vested in Senbis. The information therefore may not be provided or shown to third parties without permission from Senbis.
3. Orders and acceptances of offers by the Customer will be deemed to be irrevocable.
4. Senbis will be bound by agreements only if Senbis has accepted them in writing or has started to execute them. Oral commitments or agreements by or with employees of Senbis will not bind Senbis until after and in so far as Senbis has confirmed them in writing.
5. If the acceptance of an offer by the Customer (on subordinate points or not) differs from the range included in the quote or offer, this acceptance will not be binding on Senbis. In that case, the agreement will not be concluded in accordance with such different acceptance, unless Senbis indicates otherwise.
6. If it appears during the performance of the agreement that it is necessary for the proper performance of the agreement to amend or supplement it, the parties will then proceed promptly and in consultation with each other to amend the agreement. If the nature, scope or content of the agreement is amended in such a way, Senbis will then be entitled to adjust the price. As far as possible, Senbis will give a quotation of this price in advance. Amendment of the agreement can also change the originally specified period of performance. The Customer accepts the possibility of amendment of the agreement, including the change to the price and period of performance.
7. If the agreement is amended or supplemented, Senbis will then be entitled to perform it only after the Customer has agreed to the price quoted for its performance and other terms and conditions, including the time and period of performance. Not or not immediately performing the amended agreement will not constitute breach of agreement by Senbis nor will it be a ground for the Customer to cancel or terminate the agreement.
8. These General Terms and Conditions will apply to amendments of what was agreed as to separate agreements.

**3. PRICES AND INVOICING**

1. The prices quoted by Senbis are net, therefore exclusive of VAT, import and export duties, excise taxes and other taxes or levies.

2. If Senbis has assumed responsibility for packaging, packing materials, loading, transport, dispatch, unloading or insurance of products, without a price having been explicitly agreed for this, Senbis will be entitled to charge the Customer for the actual costs and/or the customary rates for this.

3. If Senbis agrees a fixed price with the Customer, Senbis will then be entitled in any case to adjust the agreed prices annually. Senbis will also be entitled at all times to increase the agreed price if there is reason to do so as a result of a right or obligation under the law or regulations, as a result of an increase in the price of raw materials, salaries etc. or on other grounds that were not reasonably foreseeable when the agreement was concluded.

#### **4. PAYMENT TERMS**

1. Unless otherwise specified in the Agreement, Senbis will invoice the Customer immediately after delivery of the products.

2. Payments shall be made without a cash discount and with an indication of the invoice number into the account designated by Senbis.

3. Payment must be made within the period included in the agreement or order confirmation. If no payment period is mentioned in the agreement or order confirmation, payment must then be made within fourteen (14) days after the date of invoice.

4. Agreements are subject to Senbis' on-going credit review and approval.

5. Setoff against claims of Senbis shall only be allowed if the counterclaim is uncontested or if it is the subject of a final court decision.

6. The Customer shall pay statutory interest ("wettelijke rente") plus 1% on any amount not paid when due. If the Customer fails to pay any amount when due, it will be considered to be in default by operation of law. In addition to any other rights or remedies available to Senbis at law or in equity, Senbis may discontinue the performance under the Agreement, or deduct the unpaid amount from any amounts otherwise owed to the Customer by Senbis under any agreement with the Customer. In any action initiated to enforce the terms of the Agreement following a Customer default, Senbis shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

7. Senbis will be entitled to require safeguards in the interim of correct and full payment by the Customer, as it sees fit. If those safeguards are not provided, Senbis will be entitled to declare the agreement terminated fully or partially without being liable for any compensation, and it will also be entitled to terminate all other agreements concluded with the Customer fully or partially without judicial intervention by way of a written statement, in which cases the Customer must reimburse the costs and loss arising from this. Moreover, all amounts the Customer already owed to Senbis under the agreements concerned will be immediately due and payable.

#### **5. DELIVERY TIME**

1. The delivery times indicated by Senbis are determined by approximation. Unless otherwise agreed, there will be no deadlines. If a delivery time is exceeded, the Customer will therefore have to give Senbis a notice of default in writing, granting Senbis a reasonable time within which it can still perform the agreement.

2. If Senbis needs information from the Customer to perform the agreement, the performance period will not start before the Customer has made the information available to Senbis correctly and completely.

3. The exceeding of delivery times will not give the Customer a right to compensation of any nature nor the right to cancel the order.

#### **6 DELIVERY AND RISK**

1. Senbis will be entitled to engage auxiliary persons or other third parties in the performance of the agreement.

2. Senbis will be entitled to deliver an order in parts and to invoice the delivered parts separately.

3. All deliveries will be made on the basis of terms corresponding to the latest edition of the Incoterms of the International Chamber of Commerce.

4. The risk of the purchased products will pass from Senbis to the Customer at the time of delivery.

5. The Customer must see to it that there are sufficient possibilities for loading/unloading of products to be delivered by Senbis.

6. If the Customer does not take delivery of the products or does not do so in good time, the Customer will be in default without notice of default. Senbis will then be entitled to store the products at the Customer's expense and risk or, at the discretion of Senbis, to sell them to a third party. The loss that Senbis incurs from this will be borne by the Customer.

## **7. RETENTION OF TITLE**

1. Senbis will retain the title to all products delivered to the Customer as long as the Customer has not completely fulfilled his/her payment obligations based on the underlying agreement. This also includes actions for failure to comply with the agreement and actions relating to work carried out to perform the agreement.
2. If Senbis relies on its retention of title, the Customer must surrender the products in question immediately at Senbis' request or inform Senbis immediately of where the products are located. Senbis will be entitled and is hereby unconditionally and irrevocably authorised by the Customer to take back these products on its own authority from the place where they are located.

## **8. FORCE MAJEURE, COVID-19**

1. Senbis will not be required to perform any obligation towards the Customer if it is prevented from doing so as a result of a circumstance that is not to blame on fault and for which it is not responsible pursuant to the law, a legal act or generally accepted practice.
2. In addition to what falls under the scope of force majeure in the law and case law, force majeure exists, among other things – but not exclusively – in the following circumstances: war, insurrection, terrorism, riots, vandalism, explosion, sabotage, accident, epidemic, pandemic, strike, lockout, slowdown, labour disturbances, fire, earthquakes, floods, storm, other forms of natural forces, government measures (e.g. bans on transport), amendments in laws and regulations, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, difficulty in obtaining (or availability not at reasonable cost of) the necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in products and/or services supplied by suppliers or subcontractors and other similar circumstances.
3. Senbis will also be entitled to rely on force majeure if the circumstance that prevents (further) performance occurs after Senbis should have performed its obligations under the agreement.
4. Senbis may suspend its obligations under the agreement during the period that the force majeure continues. If this period last more than three months, each of the parties will be entitled to terminate the agreement without an obligation to compensate the other party for losses.
5. In the event that the execution of the agreement, due to or due to events related to epidemics or pandemics such as COVID-19 or Coronavirus (including existing and future measures, laws, protocols, regulations, recommendations, etc. by governments, local or health authorities, branch associations or other competent authorities) is hindered or delayed (whether now or in the future, whether affecting Senbis, its personnel or its suppliers or subcontractors and whether foreseeable or not), Senbis will inform the Customer thereof in writing as soon as possible and (i) Senbis will be granted an extension of existing deadlines (if any were agreed) for as long as the relevant events hinder or delay the execution of the agreement and (ii) Senbis shall be entitled to a compensation of any additional costs Senbis incurs to. A hindrance or delay in the aforementioned sense shall in any event exist in the event (i) of travel restrictions or other restrictions imposed by competent authorities, (ii) of Senbis not being able to access its production facilities, (iii) Senbis is confronted with supply problems or delay in supply beyond its control, (iv) Senbis is confronted with illness or quarantine measures and (vi) of other similar circumstances.

## **9. WARRANTY**

1. Senbis guarantees that the products comply upon delivery with Senbis' latest product specifications. Unless specifically agreed otherwise, no different and/or farther reaching warranties are provided.
2. If any specific warranty is agreed upon, the following conditions will apply:
3. Claims under the relevant warranty must be submitted in writing and demonstrably received by Senbis within the agreed warranty period (the "Warranty Period").
4. During the Warranty Period, Senbis, at its discretion, will repair or replace a product or component thereof that is covered by the warranty and that shows defects on normal use as a result of a defect in materials or production errors, within a reasonable time. In case of replacement, Senbis will replace the product in question or component thereof with a similar product or component thereof. Products or parts of products replaced by Senbis will become property of Senbis. In case of replacement or repair of products delivered and/or services performed, no new Warranty Period will start. The original Warranty Period will remain applicable.
5. Senbis is entitled to investigate a claim on the warranty or have it investigated by a third party designated by it.

6. No warranty will be provided:

- in case of customary wear and tear;
- in case of use contrary to the instructions given by Senbis, abnormal use or otherwise improper use or handling;
- in case of inadequate maintenance or maintenance contrary to the maintenance guidelines given;
- in case of deviations resulting from the natural properties of the materials used;
- in case of exposure to extreme temperatures and/or high humidity, heavy shocks or great pressure or other extreme conditions;
- in case of (damage resulting from) accidents;
- in case of minor imperfections in the product or finishing, that do not impair its soundness;
- in case of defects or damage resulting from incompetent repair by third parties;
- in case of incorrect storage;
- in case of defects, damage or shortcomings caused by third parties or due to (other) external causes; or
- with respect to defects which are wholly or partially the result of any government regulation relating to the nature or quality of the materials used.

7. Misuse or alteration of the products delivered will cause the warranty to lapse.

8. Alleged failure by Senbis to comply with its warranty obligations will not release the Customer from the obligations arising for it from any agreement concluded with Senbis.

9. If the Customer does not or does not properly comply or does not comply in time with any obligation arising for it from the agreement concluded with Senbis or from a related contract, Senbis will not be bound by any warranty - by whatever name - under any of these contracts.

10. Senbis shall not be liable for any inconvenience, lost time, commercial losses or other additional or consequential losses incurred by the Customer. Nor shall Senbis be liable for injury to persons or damage to property as a result of defects in products or services provided.

## **10. COMPLAINTS**

1. The Customer must inspect the products delivered by Senbis immediately after it has taken delivery. If this is not done, any right to complain to Senbis will lapse.

2. The Customer must in any case check whether the quality and/or quantity of the products delivered corresponds with what was agreed.

3. Senbis will handle only complaints submitted by the Customer in writing.

4. Senbis must receive complaints within five working days after delivery, failing which any claim in this regard will lapse.

5. After complaining, the Customer must give Senbis the opportunity to inspect the products. If it is established that a complaint is unfounded, the Customer will have to pay the costs incurred by Senbis.

6. Notwithstanding what was stated above, the right to complain will lapse if the Customer handles, treats or stores the products delivered incorrectly, if the products have already been processed and/or if the Customer has not or has not properly complied with its obligations to Senbis.

7. Should the Customer have complained justifiably, Senbis will only be required to renew delivery of the products in question. The Customer will not be able to claim compensation for faulty delivery.

8. In departure from the statutory limitation periods, the limitation period for all claims and defences against Senbis and the third parties involved by Senbis in performing the agreement will be one year.

## **11. BIODEGRADABILITY**

1. The Customer is aware that any biodegradable products delivered by Senbis may with time lose their functionality due to the biodegradability of the products. Unless specifically agreed otherwise, the Customer shall not have any claim or action regarding such loss of functionality.

## **12. LIABILITY AND INDEMNIFICATION**

1. The Customer must follow all guidelines, instructions and other directions given by Senbis in relation to the products delivered, subject to the lapse of any liability of Senbis.

2. Any obligation of Senbis to pay compensation will be limited to the price paid by the Customer for the relevant (quantity of) products.

3. Senbis will never be liable for indirect loss, including consequential loss, loss of profits, lost savings and loss due to business interruption.

4. Senbis may not rely on the limitations of liability referred to in paragraphs 2 and 3 if the loss is to blame on an intentional act or gross negligence of Senbis, of its supervisory employees or of the auxiliary persons engaged by Senbis.



5. Any claim for compensation will lapse through the passage of one year after the claim arose.
6. The Customer indemnifies Senbis, its employees and its auxiliary persons for any claim of third parties in connection with the performance of the agreement by Senbis.

### **13. TERMINATION**

1. Without prejudice to any remedy which Senbis may have against the Customer, Senbis may terminate (*ontbinden*) an agreement, in whole or in part, with immediate effect and without judicial intervention being required, by giving written notice to the Customer:
  - in the event of liquidation of the Customer;
  - in the event of (an application for) suspension of payment or insolvency of the Customer, a debt restructuring of the Customer or any other circumstance which prevents the Customer from freely disposing of its assets;
  - in the event the Customer has committed a material breach of any of its obligations under this Agreement and, in case the breach can be remedied, has failed to remedy the same within a period of fourteen (14) days after it has been notified of said breach;
  - if there is a change, directly or indirectly, in the ownership or control of the Customer;
  - in the event of unexpected or changed circumstances of such a nature that the continuance of the agreement cannot be expected of Senbis.
2. In the event of termination in accordance with paragraph 1, then:
  - all rights and obligations of the Parties under the agreement shall end and become ineffective, except for those rights and obligations that, by their nature, are designed to survive termination, such as, but not limited to, payment of all outstanding invoices and any fees owed for products and/or services provided through the date of termination;
  - such termination shall be without prejudice to any rights a party may have vis-à-vis the other party in connection with a breach of any provision or obligation under the agreement that occurred prior to its termination; and
  - Senbis shall be entitled to compensation of all damages suffered and costs made, without prejudice to any other rights and remedies Senbis may have under the law.

### **14. INTELLECTUAL PROPERTY RIGHTS**

1. All intellectual property rights and/or know-how in products delivered by Senbis and/or (results of) services performed, including entitlements to future intellectual property rights and/or know-how that Senbis has or might have at any time in products it has delivered and/or (results of) services it has performed, will be vested exclusively in Senbis. Even if products or (results of) services have been designed, developed, compiled or performed specifically for the Customer, all intellectual property rights in those products and (results of) services will be vested in Senbis.
2. If third parties infringe or threaten to infringe on intellectual property rights of Senbis, the Customer must notify Senbis of this immediately.
3. If third parties are of the opinion that by delivering products to the Customer, Senbis is infringing on the intellectual property rights of those third parties, Senbis will then be entitled to replace or modify those products or terminate the agreement without the Customer being entitled to compensation by Senbis.
4. The products of Senbis or applications in which these products are used may not be patented without prior written permission from Senbis.
5. The Customer indemnifies Senbis for claims of third parties in relation to intellectual property rights in materials or information provided by the Customer to Senbis. The Customer indemnifies Senbis further for claims of third parties in relation to intellectual property rights in work and/or activities that Senbis performs or has performed on the Customer's instructions.

### **15. CONFIDENTIALITY**

1. Senbis may provide the Customer with (documents and information containing) secret knowledge regarding the composition, the specifications and manufacturing process of the products as well as other confidential information regarding the products and/ or the business of Senbis (the "Confidential Information"). The Confidential Information is considered to be a trade secret under Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, as implemented in The Netherlands in the *Wet bescherming bedrijfsgeheimen*.
2. The Customer shall not disclose the Confidential Information to any third party. The Customer will take all necessary measures to prevent unauthorized disclosure or publication of the Confidential Information and will inform Senbis immediately if facts or circumstances become apparent with regard

to (threatened) unauthorized disclosure or publication of the Confidential Information and shall within its power take all necessary precautions to prevent such disclosure or publication.

3. The obligations contained in this article shall apply at any time during and after the term of an agreement.

4. Information shall not be regarded as Confidential Information to the extent that the Customer proves that the information:

- is or becomes published or otherwise generally available to the public without violation of this Agreement; or
- is already known to the Customer at the time of disclosure; or
- is lawfully obtained by the Customer from a third party without any restrictions on confidentiality.

5. If the Customer is of the opinion that an exception as included in paragraph 4 applies to (any part of) the Confidential Information, it shall immediately inform Senbis thereof and provide Senbis with the evidence of the applicability of such exception prior to taking any action with regard to the Confidential Information that would be considered a breach of the obligations contained in this article but for the exception.

6. The Customer shall use the Confidential Information for the purposes of the agreement only. Upon termination of the agreement, the Customer shall at Senbis' first request and at the option of Senbis either return the Confidential Information to Senbis or destroy the Confidential Information and provide Senbis with proof thereof.

#### **16. ASSIGNMENT.**

The Customer may not assign any rights or obligations under or in connection with an agreement without the prior written consent of Senbis, which consent shall not be unreasonably withheld.

#### **17. GOVERNING LAW AND DISPUTE RESOLUTION**

1. Any agreement and all legal relations between Senbis and the Customer, as well as any disputes arising therefrom, will be governed by Netherlands law. The applicability of the Vienna Sales Convention 1980 is explicitly excluded.

2. All disputes between Senbis and the Customer arising from or connected with an agreement to which these General Terms and Conditions apply will in first instance be settled by District Court Noord-Nederland, location Assen (*Rechtbank Noord-Nederland, locatie Assen*), The Netherlands, unless mandatory law prescribes otherwise.

Only the English version of these General Terms and Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these General Terms and Conditions in another language.

