

GENERAL CONTRACT TERMS AND CONDITIONS from the private company **ALMACON STORAGE SYSTEMS B.V.**, with its registered office at The Hague - hereinafter referred to as: Almacon - filed with the Chamber of Commerce under number 50915460.

Article 1. General

1.1 The present general terms and conditions apply to, and thus form part of, all offers or quotations, advice, activities, agreements and execution thereof - including when third parties are involved - insofar as this has not been deviated from by written agreement.

1.2 The general terms and conditions of Almacon prevail over deviant terms and conditions of the Client.

1.3 If it appears that one or more provisions in these general terms and conditions are void or voidable, the remaining general terms and conditions will remain in effect.

Article 2. Quotations & offers

2.1 All offers or quotations remain valid during the period indicated by Almacon. If no term is mentioned, the offers or quotations from Almacon are entirely without obligation.

2.2 In case of delivery or assembly outside normal working hours, a surcharge will be applied to the normal hourly rate.

2.3 If no agreement is concluded, Almacon is entitled to request compensation for all actual costs incurred in connection with the offer or quotation.

2.4 Almacon cannot be held to its offers and/or quotations if the Client, in terms of reasonableness and fairness and generally accepted views, should have understood that the offer and/or quotation or a part thereof is an obvious mistake or clerical error.

Article 3. Agreement

3.1 With due observance of the following, an agreement with Almacon Storage Systems B.V. is only established after Almacon Storage Systems B.V. has accepted or confirmed an order. The order confirmation is deemed to accurately and completely reflect the agreement.

3.2 If additional agreements are made after the conclusion of the agreement, these must be regarded as a separate agreement to which these conditions apply.

3.3 If during the execution of the Agreement it appears that it is necessary to amend or supplement the Agreement for a proper execution thereof, Almacon Storage Systems B.V. will inform the Client of this as soon as possible. The parties will then proceed to adapt the Agreement in time and in mutual consultation.

3.4 Almacon Storage Systems B.V. has the right to have certain activities performed by third parties. The application of articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.

Article 4. Intellectual property rights

4.1 Drawings, technical descriptions, designs, and the like, created on behalf of Almacon, remain the property of Almacon. These data may not be copied, used or shown to third parties without prior express written permission from the contractor. The Client owes the contractor an immediately due

and payable penalty of € 25,000 per violation of this provision.

This penalty may be claimed in addition to compensation by virtue of the law.

4.2 The copyright/design rights rest with Almacon.

Article 5. Delivery, delivery time and scope of delivery

5.1 The agreed delivery time will be taken into account as much as possible, but will never apply as a final deadline. After exceeding this delivery time, Almacon will consult with the Client.

5.2 Exceeding the delivery time, for any reason whatsoever, never gives the Client the right to terminate the order or to have it dissolved, to claim damages, or the right to non-compliance with one or more obligations arising from the agreement for the Client.

Article 6. Risk and retention of title

6.1 The goods delivered by Almacon and still unpaid by the Client remain, until the moment of full payment, the property of Almacon.

6.2 Almacon is at all times entitled to have goods delivered removed from the Client on the basis of the retention of title, if the Client does not (partially) fulfil the obligations towards Almacon. The Client is obliged to cooperate with this under penalty of forfeiture of € 1,000 per day that the Client is/remains in default.

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Article 7. Prices

7.1 All prices quoted by Almacon are exclusive of government levies and additional costs. Insofar as not expressly agreed in writing, freight costs, packaging and assembly costs are not included in the agreed price.

7.2 Of all additional costs, Almacon will inform the Client in time for the conclusion of the agreement or provide data on the basis of which these costs can be calculated by the Client, if possible. During the execution of the agreement, circumstances may arise on the basis of which Almacon still has to charge additional costs. At the moment this is known, the Client is immediately informed of these costs.

7.3 The agreed sales price of imported products is based on the rates existing at the time of acceptance or confirmation. In the event of price changes that lead to a price increase, Almacon is entitled to change the agreed prices accordingly, even if the increase takes place as a result of circumstances that could already have been foreseen when the offer was made.

7.4 If a price and/or rate has not been expressly agreed, the price will be determined on the basis of the actual hours worked and Almacon's usual hourly rates.

Article 8. Payment and payment security

8.1 Payment will take place by transfer to a bank account specified by Almacon at the time of the purchase or delivery,

unless otherwise agreed.

Payment can be made both before and afterwards.

8.2 Retrospective payment must be made within 1 day after the invoice date, in a manner to be indicated by Almacon and in the currency in which is invoiced, unless otherwise agreed.

8.3 The Client is not entitled to deduct the amount due from any counterclaim made by him.

8.4 Almacon and the Client may agree that payment is made in instalments in proportion to the progress of the work.

8.5 Almacon is entitled at the conclusion of the agreement to request a deposit in the form of an advance payment, before proceeding to execute the agreement.

8.6 Furthermore, Almacon is entitled to demand from the Client that sufficient security is provided for the fulfilment of the payment obligations by virtue of any agreement concluded between the parties. Failure to comply with a request to that effect will entitle Almacon to suspend its obligations under the agreement or dissolve the agreement without judicial intervention by a single written extrajudicial declaration.

8.7 Unless otherwise agreed, payment will be made as follows:

a. In case of instalment payment:

- 30% of the total price for orders within 8 days;
- 40% of the total price for finished products within 8 days;
- 30% of the total price

upon delivery within 30 days;

b. In all other cases within thirty days of the invoice date.

Article 9. Assembly

9.1 Where necessary, the assembly work is based on drawings sent to the Client beforehand. If the relevant drawings are not returned within eight working days, accompanied by a declaration of approval, the Client is deemed to have agreed with the drawing.

9.2 The suitability of the construction of the building, in which products are assembled, is the responsibility of the Client. The Client fully indemnifies Almacon against any liability in this matter.

9.3 The Client must ensure that all licenses, exemptions and other decisions necessary to carry out the work are obtained in time. The Client is obliged to send a copy of the aforementioned documents at the first request of the contractor.

Article 10. Delivery

10.1 Small defects shall not be a reason for withholding approval. Small defects will only be repaired by Almacon if they are notified to Almacon by registered mail within a reasonable period after delivery and when the fault can be attributed to Almacon. If this is not the case, the costs of repair will be fully charged to the Client.

10.2 Delivery discharges Almacon of all liability for defects

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that the Client should reasonably have discovered at that time.

10.3 After delivery, the risk of the work passes from Almacon to the Client.

Article 11. Suspension and dissolution

11.1 Each agreement is entered into under the suspensive condition that the Client's payment position is sufficient on the basis of information to be obtained by Almacon.

11.2 Dissolution shall take place by means of written notification without judicial intervention.

Article 12. Force Majeure

12.1 Almacon is not liable for non-performance, incorrect or late performance as a result of force majeure in the broadest sense of the word.

12.2 Force majeure means in any case: any circumstance beyond the control of the parties, or unforeseeable circumstance, as a result of which fulfilment of the agreement can no longer reasonably be required.

12.3 Force majeure shall also be understood in these general terms and conditions in addition to what is understood by virtue of law and jurisprudence, all external causes, foreseen or not foreseen, on which Almacon cannot exercise any influence and as a result of which Almacon is unable to fulfil their obligations.

Article 13. Liability of Almacon

13.1 The liability for attributable non-performance,

late performance or improper performance of orders, is only limited to the obligation to still properly fulfil the agreement.

13.2 Almacon is - except in the case of gross negligence - not liable for damage to the work as a result of work carried out by the Client or on its instructions by third parties or indirect damage, including trading loss and damage as a result of liability towards third parties.

13.3 The Client is obliged to indemnify Almacon against all claims from third parties, of any description and on any grounds.

13.4 Should Almacon be liable for any damage, Almacon's liability is limited to a maximum of twice the amount stated on the invoice or to the amount to which the insurance policy taken out by Almacon gives entitlement, increased by the amount of any deductible in connection with such insurance.

Article 14. Liability of the Client

14.1 The Client is liable for damage to products and tools, including their loss, unless Almacon is guilty of gross negligence or intent.

Article 15. Warranty and complaints

15.1 Subject to the limitations below, Almacon Storage Systems B.V. is responsible both for the soundness of the products supplied by Almacon Storage Systems B.V. and for the quality of the material used by Almacon Storage Systems B.V., except insofar as this has been made

available to Almacon Storage Systems B.V. by the Client or has been explicitly prescribed by the Client. Almacon Storage Systems B.V. guarantees that the activities performed by them comply with the agreement and are carried out with good workmanship and using sound material.

Almacon Storage Systems B.V. will replace or repair, at its own discretion and free of charge, any non-externally visible defects to the delivered goods that are the direct result of the use of faulty materials or manufacturing faults, in order to ensure that the delivered goods comply with the agreement after all. The warranty referred to applies for a period of 12 months after delivery and applies to use in the Netherlands and abroad.

15.2 Defects resulting from incorrect use, poor maintenance, aggressive environment, or used for other than normal business purposes or improper use, are not covered by the warranty. The warranty will lapse if the defect arises due to or is the result of circumstances beyond the control of Almacon Storage Systems B.V. These circumstances include weather conditions.

15.3 If the Client does not, not properly or not timely complies with any obligation arising from the agreement concluded with Almacon Storage Systems B.V., Almacon Storage Systems B.V. shall never be obliged to provide any warranty with regard to this agreement.

15.4 Complaints, including all grievances due to (the quality of)

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the work, can only be submitted to Almacon Storage Systems B.V. by the Client by registered letter within eight days after completion of the work, under penalty of nullity. The complaint must contain a description of the grievances and defects found.

15.5 The right to (partial) restitution of the price, repair or replacement or compensation will lapse if defects are not reported within the set period, unless from the nature of the Product and/or Service or under circumstances of the case a longer term results.

15.6 Any shipping costs incurred for returning the defective Product at the written request of the Client, will be compensated to the Client by Almacon Storage Systems B.V. Costs other than shipping costs will never be reimbursed by Almacon Storage Systems B.V. unless agreed in writing. The shipping costs will never be reimbursed if the Client has not requested Almacon Storage Systems B.V. for shipment in writing.

15.7 The payment obligation shall not be suspended if the Client notifies Almacon Storage Systems B.V. of the defective item within the set term.

15.8 In case of a complaint, goods must still be in the condition in which they have been delivered.

15.9 If the Client, against the advice of Almacon Storage Systems B.V., wants to prevent or perform certain activities, any complaint will be exempted. Improper handling or inadequate

care of delivered goods exempts any complaint.

15.10 Claims regarding invoices must also be submitted in writing, and within 14 days of the invoice date.

15.11 After expiry of the aforementioned terms, the Client is deemed to have approved the delivered goods and the invoice respectively. In that case, complaints are no longer handled by Almacon Storage Systems B.V.

Article 16. Commitments

16.1 If commitments are made by Almacon or its staff at the conclusion of the agreement, these commitments will apply insofar as they deviate from the provisions of these terms and conditions of sale only if they have been confirmed by Almacon in writing.

Article 17. Applicable law

17.1 Dutch law applies to all agreements with Almacon.

17.2 The Dutch civil court in the place of domicile of Almacon is authorized to take cognizance of disputes, unless this is contrary to mandatory law.

Article 18. Privacy and cookies

18.1 Almacon acts in accordance with the GDPR which is effective from 25 May 2018. Almacon will keep a register of processing activities based on the GDPR.

18.2 The Client has the right to access, rectification and deletion of the personal data.

18.3 When visiting the website, Almacon may collect information

from the Client about the use of the website by means of cookies. The information Almacon collects through cookies can be used for functional and analytical purposes.

18.4 The Client is entitled to submit a complaint to the Dutch Data Protection Authority regarding their personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

Article 19. Amendment of the general terms and conditions

19.1 Almacon has the right to change these terms and conditions unilaterally. Changes will also apply to agreements already concluded. The changes to the general terms and conditions will take effect 30 days after the Client has been notified of the changes.

19.2 If the Client does not agree with the announced changes, the Client has the right to dissolve the agreement.