

Article 1. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions are available in both Dutch and English. In the event of any contradiction between the Dutch and the English versions, the Dutch text is binding.
- 1.2 In these General Terms and Conditions, 'Calvo' refers to Calvo International. Calvo and Client are separately or jointly referred to as 'Party' or 'Parties'.
- 1.3 These General Terms and Conditions apply to every offer and contract (hereinafter jointly referred to as: 'Contract') whereby Ctac delivers goods to Client.
- 1.4 The applicability of terms and conditions (of procurement and sale) of the Other Party is explicitly rejected. Deviations from these General Terms and Conditions are valid only if they are explicitly agreed in writing.
- 1.5 All offers and other expressions of Calvo are valid for the duration of 2 months, unless different declared by Calvo in writing.
- 1.6 In the event of repeated orders, Client is deemed to be aware of the applicability of these General Terms and Conditions, and in which case a direct reference to the General Terms and Conditions on the Calvo website is considered sufficient.

Article 2. TERMINATION OF THE CONTRACT

- 2.1 Client is entitled to cancel the order in writing up to 3 working days after receipt of the order confirmation.
- 2.2 Each Party is authorised to dissolve a Contract, or to claim compensation for damage from the other Party only if the other Party, after receiving proper written detailed notice of default and setting a reasonable term for compliance, attributably fails to comply with material obligations pursuant to that Contract.
- 2.3 If Client has already received performances for the execution of a Contract at the time of the dissolution of that Contract as referred to in the preceding Article 2.2, such performances and the related payment obligations cannot be the subject of any nullification. Amounts Calvo has invoiced prior to the dissolution in connection with the delivery for the execution of that Contract remain due in full and become immediately due and payable at the time of the dissolution.
- 2.4 Each of the Parties may dissolve a Contract in writing with immediate effect and without notice of default, if an application for a mandatory liquidation order is filed for the other Party or the other Party is granted a moratorium on payments, provisional or otherwise. The Party that terminates the Contract in this way is not liable for refund of monies already received or for compensation for damage.
- 2.5 Obligations that by their nature are intended to continue after the termination of the Contract shall remain in effect after such termination.

Article 3. LIABILITY

- 3.1 Calvo's liability for an attributable shortcoming in compliance with a Contract or on any other grounds is limited to compensation for direct damage. The damage is furthermore limited to a maximum of the amount of the total fee agreed for the products to be delivered by Calvo (exclusive of VAT) for that specific Contract. If that Contract is a long-term contract, Calvo's total annual liability is limited to the agreed total fees (exclusive of VAT) for the work to be performed by Ctac for the year in question. In no event shall Calvo's total liability on any grounds whatsoever exceed €5,000 per year.
- 3.2 Calvo's liability for indirect damage, including but not limited to consequential loss, loss of earnings, lost savings and damage as a result of third-party claims is excluded.
- 3.3 The limitations referred to in Article 3.1 to 3.2 shall lapse if and in so far as the damage is the result of intent or wilful recklessness on the part of Calvo.
- 3.4 Condition for any right to compensation for damage is always that the other Party reports the damage to Calvo in writing at the earliest opportunity, and at least within one month of its discovery.

Article 4. PRICE, INVOICING AND PAYMENT

- 4.1 All prices are shown exclusive of VAT. Calvo has the right to adjust its prices and rates annually as of the 1st of January with 3%.
- 4.2 Calvo invoices in advance unless otherwise agreed. Invoices must be paid within 30 days of the invoice date. Client does not have the right to settle other sums with or suspend payments.
- 4.1 Client must notify Calvo of any objections to an invoice within two weeks of the invoice date, in the absence of which Client will be deemed to have accepted the invoice.
- 4.2 If Client fails to pay the amount due, or fails to do so in time, Client owes the statutory commercial interest rate from the due date, with no warning

notice or notice of default being required. In that case, Calvo also has the right to charge Client all (out-of-court) legal costs relating to the collection of the amounts due, with a minimum of €1,500.

- 4.3 Goods delivered to Client remain the property of Calvo until all agreed amounts for these goods have been paid to Calvo in full.

Article 5. DELIVERY TERMS

- 5.1 All (delivery) terms mentioned or agreed by Calvo are determined to the best of Calvo's knowledge on the basis of the information that was known to Ctac on the conclusion of a Contract. However, such (delivery) terms apply as target dates and are therefore indicative.
- 5.2 Exceeding a stated or agreed (delivery) date does not, in itself, constitute default on the part of Calvo. Furthermore, Calvo is not bound by (delivery) dates that cannot be met due to circumstances beyond its control that arise after the conclusion of that Contract.

Article 6. THIRD PARTY PRODUCTS

- 6.1 If and in so far as Calvo provides or delivers third-party products to Client, the conditions of those third parties shall apply to those products, setting aside the provisions of the Contract and these General Terms and Conditions. Client accepts mentioned conditions of these third parties. Calvo will send Client a copy of these on request.
- 6.2 Calvo's liability for third-party products is limited to what could be claimed from the third party or parties in question, but shall in no case exceed the amount referred to in Article 3.1.

Article 7. COOPERATION BY THE CLIENT

- 7.1 Client shall at all times provide Calvo with the necessary and useful requirements and other information on which Calvo bases its offer.
- 7.2 Client bears the risk of the selection, use and application of the products supplied by Calvo in its organisation.

Article 8. FORCE MAJEURE

- 8.1 Neither Party is required to comply with any obligation if it is prevented from doing so as a result of *force majeure*. Force majeure is in any event deemed to include the provisions of the law and jurisprudence in that regard, as well as all circumstances that the Parties could not or were not required to take into account on the conclusion of the Contract.
- 8.2 *Force majeure* is also deemed to include *force majeure* affecting suppliers of Calvo and failure by suppliers of Calvo to comply properly with their obligations.
- 8.3 If a situation of *force majeure* persists for more than 45 days, the Parties have the right to cancel the Contract in question. Performance already completed for the purpose of the Contract shall in that case be settled proportionately, with no further obligations of the Parties to each other.

Article 9. OTHER

- 9.1 The Contracts between the Parties are governed by Dutch law. Disputes between the Parties shall be filed with the competent court in Breda.
- 9.2 The application of the 1980 Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 9.3 The Parties shall protect the confidentiality of all confidential information received from the other Party. The Party that receives this information shall make use of it only for the purpose for which it is provided.
- 9.4 After prior written permission from Client, which will not be unreasonably withheld, Calvo is permitted to give public access to the cooperation with Client and the products chosen by Client.
- 9.5 Intellectual property rights to all products delivered pursuant to a Contract are held solely by Calvo or its suppliers.
- 9.6 On pain of the lapse of rights, Client shall notify Calvo of any complaints concerning Calvo's services within 14 days or after discovery of the failure or after the time at which Client could reasonably have been expected to detect the defect or failure.