

1. Definitions

In these General Terms and Conditions the following definitions are used:

- a. 'Agreement': an agreement for the delivery of Products by SOLIDUS to a Customer
- b. 'Customer': a (legal) person who has entered into or wishes to enter into an Agreement with SOLIDUS;
- c. 'GTC': these General Terms and Conditions of Sale and Delivery;
- d. 'Products': all products traded by SOLIDUS.
- e. 'Quotation': a written quotation for the delivery of Products by SOLIDUS to a Customer;
- f. 'SOLIDUS': Solidus Solutions B.V., established in Oude Pekela, The Netherlands or a company affiliated with Solidus Solutions B.V.;
- g. 'SOLIDUS Authorized Person': an employee of SOLIDUS who, according to the registers of the Chamber of Commerce, is authorized to represent SOLIDUS.

2. Applicability

- 2.1 The GTC apply to and form part of every Agreement between SOLIDUS and the Customer. They also apply to all pre-contractual situations including any Quotation provided.
- 2.2 Variations from these GTC are only binding when they were explicitly accepted in writing by SOLIDUS. The (implicit or explicit) consent of the Customer to the applicability of the GTC to an Agreement automatically applies to subsequent Agreements.
- 2.3 Any terms and conditions of the Customer do not apply, are expressly rejected and are not binding, unless and insofar as these have been explicitly accepted in writing by a SOLIDUS Authorized Person.

3. Quotations and Agreements

- 3.1 All Quotations from SOLIDUS are without obligation and therefore not binding and can be withdrawn entirely at SOLIDUS's discretion, regardless of whether an acceptance period applies for the Quotation or not.
- 3.2 All orders are not binding on SOLIDUS unless they have been confirmed and accepted by means of a written confirmation. SOLIDUS reserves the right to refuse an order, at its sole discretion.
- 3.3 After confirmation, an order is changeable by the Customer until SOLIDUS has incurred any production costs.
- 3.4 If the preparation of a Quotation requires development, sample costs and/or proofs, SOLIDUS is entitled to pass-on these costs to the Customer.

4. Prices

- 4.1 Unless otherwise agreed, prices are in Euro, exclusive of VAT and based on FCA Incoterms, most recent version. Additional costs resulting from, for example, special packaging, import duties, installation, insurance premiums etc. are borne by the Customer.
- 4.2 Prices in Quotations are based on elements specified by the Customer. Descriptions and prices stated in Quotations are subject to change and are an approximation only. The Customer can in no case derive rights from a Quotation.
- 4.3 In case of increases in the costs and/or (internal) production costs or expenses, SOLIDUS is entitled to adjust the prices and/or other conditions unilaterally by means of a written notice.
- 4.4 All intellectual property of Products and design exchanged during the preparation of a Quotation remains with SOLIDUS and they can't be used by the Customer without written consent of SOLIDUS (see Article 13).

5. Payment Conditions

- 5.1 All payments under these GTC must be made within thirty (30) days after the invoice date, unless another payment term has been agreed in writing by SOLIDUS in an order confirmation, sales agreement or service level agreement. Objections to the amount invoiced do not suspend the payment obligation.
- 5.2 When accepting an order, SOLIDUS is entitled at its sole discretion to change the payment terms, to request payment upfront of delivery and/or to request security for the payment.
- 5.3 Payments to SOLIDUS are made without deduction for taxes, (customs) duties, levies or other withholdings ('Taxes'). If the Customer is legally obliged to deduct for taxes, the amounts payable by the Customer to SOLIDUS will be increased by such an amount that SOLIDUS will receive the equal amount after deduction as it would have received without the levying of such Taxes.
- 5.4 All costs associated with the payment, including, without limitation, bank fees, are borne by the Customer. SOLIDUS receives the same amount as it would have received if such costs had not been imposed.
- 5.5 Except in the event that SOLIDUS has expressly acknowledged a counterclaim in writing or the counterclaim has been established in court, all payments by the Customer are made without set-off, counterclaim, recourse or other defense.
- 5.6 After the due date of the invoice, the Customer is in default and SOLIDUS may charge interest of 2% per month, without the prejudice of the applicable legal interest default rate.

6. Delivery and Delivery Date

- 6.1 Unless expressly agreed otherwise in writing, delivery shall take place in accordance with FCA Incoterms 2020.
- 6.2 SOLIDUS delivers the Products with packaging chosen by SOLIDUS. If the Customer chooses different/special packaging, shipping storage, cargo insurance and other services, these services will be charged at the agreed rates, or, if such rates have not been agreed, at the rates that SOLIDUS normally charges for such services or, if this is higher, at a rate that corresponds to the actual costs incurred by SOLIDUS in relation to these services.
- 6.3 Products will be delivered and invoiced by SOLIDUS on the delivery date as agreed by SOLIDUS in a written order confirmation. In the event of an amendment to the Agreement, SOLIDUS is entitled to extend the delivery period accordingly. While SOLIDUS will do its utmost to fulfill its supply obligations, delivery dates are not binding and SOLIDUS is not liable if such delivery date is exceeded.
- 6.4 If a delivery of SOLIDUS is hindered for a reason other than Force Majeure as referred to in Article 13.1 of these GTC, Solidus is not in default and Customer will provide SOLIDUS with a written notification and both parties will agree on a new ("second") delivery date. Only if SOLIDUS fails to meet this second date, there will be default.
- 6.6 In case delivery is impeded by Force Majeure, SOLIDUS is entitled to an extension of the delivery period as long as the impediment persists. SOLIDUS will immediately notify the Customer of such an impediment. Force Majeure excludes any liability on the part of SOLIDUS.
- 6.7 Additional services like rush orders or just in time deliveries (JIT) will be invoiced separately.

7. Acceptance and Cancellation

- 7.1 The Customer is obliged to accept the Products under the Agreement at the agreed delivery date.
- 7.2 The Products delivered by SOLIDUS shall be deemed to have been delivered if the Products have been loaded into the lorry of the Customer's carrier. When the transport is organized by SOLIDUS, the transfer of risk of the Products to the Customer shall be deemed when they have been arrived at the Customer premises.
- 7.3 If delivery is impossible due to circumstances attributable to the Customer, SOLIDUS will invoice the Products and will charge the Customer for additional costs of storage.
- 7.4 If, at the request of the Customer, the Products are temporarily stored by SOLIDUS for delivery at a later time (Made-to-Stock) and the Customer accepts less than the stored Products on the agreed delivery date, SOLIDUS is entitled to charge the Customer for the total quantity of stored Products.
- 7.5 If the preceding articles 7.4 and 7.5 apply, SOLIDUS and the Customer can make additional Agreements about the storage and delivery of the stored Products.
- 7.6 SOLIDUS will store the Products at the cost of warehousing for a maximum of 3 months and the related costs will be invoiced to the Customer. After this period, SOLIDUS is entitled to deliver or destroy the Products and the related costs will be invoiced to the Customer.
- 7.7 If the Customer cancels an Agreement in whole or in part, the Customer is obliged to reimburse SOLIDUS for all costs incurred in connection with the implementation of this Agreement.

8. Retention of Title

- 8.1 The ownership of all Products delivered by SOLIDUS to the Customer rests with SOLIDUS until all outstanding amounts as a result of or arising from the Agreement or any other agreement between SOLIDUS and the Customer have been fully paid.
- 8.2 The Customer may only process the Products delivered under retention of title in the normal course of business and under its normal conditions.
- 8.3 The Customer hereby agrees that, at SOLIDUS's request, the Customer undertakes to establish a pledge and/or an assignment of credits in accordance with applicable law on claims that the Customer has against third parties as security for SOLIDUS's claims against the Customer. The Customer is obliged to provide additional security at SOLIDUS's first request.
- 8.4 The power to dispose of, encumber or process the Products lapses without prior notice being required if the Customer fails to fulfill its payment obligations under the Agreement or any other agreement on time or if SOLIDUS has reason to expect that the Customer will not fulfill its payment obligations.
- 8.5 If the Customer's authority to process the Products lapses, the Customer is obliged to provide SOLIDUS with information with regard to the Products covered by SOLIDUS's right of retention and to return the Products to SOLIDUS, at SOLIDUS's first request. In order to enforce the claim for the return of the Products, SOLIDUS is entitled to remove the Products in respect of which SOLIDUS has an ownership right.

9. Inspection, Complaints and Warranty

- 9.1 Upon delivery of the Products, the Customer will inspect the Products immediately and as thoroughly as possible. In the event of visible defects, the Customer must make the reservation known to the carrier [on the CMR form] and inform SOLIDUS immediately and at the latest within 24 hours after delivery of the defects. Failure to comply with these obligations will result in forfeiture of the claim.

- 9.2 The Customer is entitled to make claims regarding invisible defects that could not reasonably be discovered upon delivery, which the Customer must demonstrate, up to 6 weeks after delivery. At the end of this time limit, the Customer will not be able to submit any further complaints regarding possible defects in the Product and SOLIDUS will not be required to respond to such a complaint.
- 9.3 SOLIDUS gives no warranty, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose with respect to the Products sold. The Customer must make its own decision as to the suitability and completeness of the Products for the desired purpose.
- 9.4 Under no circumstances SOLIDUS will accept a claim from the Customer after delivered Products have been used, processed or converted. This also includes incorrect storage.
- 9.5 The submission of a complaint does not relieve the Customer of the payment obligations towards SOLIDUS.
- 9.6 If a complaint is well-founded and submitted on time, SOLIDUS will, at its own discretion, repair or replace the defective Products, or take the Products back and reimburse the Customer for the purchase price.

10. Tolerances and Deviation

- 10.1 Unless expressly specified otherwise in the Quotation(s), all Products will comply with the technical specifications of SOLIDUS. In general, invoicing takes place on the basis of the effective delivery. SOLIDUS shall be deemed to have performed reasonably, if the deviation for each delivery of Products is no more than the values (tolerances and deviations) described in its technical specifications, unless an order confirmation from SOLIDUS explicitly refers to deviating percentages with regard to quantity and/or weight. The Customer may request the technical specifications at Solidus.
- 10.2 Due to automation of the SOLIDUS' production process, it is inevitable that a number of Products will be produced with minor imperfections. For this reason, a tolerance of maximum 1% per delivery is permitted.
- 10.3 Advice given by SOLIDUS concerning qualities, implementation forms, sizes, etc. is given to the best of its knowledge. SOLIDUS does not give any guarantee as to its accuracy. The Customer cannot claim any compensation from SOLIDUS in respect of the said advice.

11. Limitation of liability

- 11.1 SOLIDUS's maximum liability for direct damage as a result of non-compliance, unlawful act or otherwise, is limited to the invoice value of the relevant defective Products.
- 11.2 To the fullest extent permitted by law, SOLIDUS is not liable for consequential damage or indirect damage to the Customer including, but not limited to, loss of production, loss of turnover or profit, loss of interest, recovery costs, loss due to business interruption, losses suffered by third parties, costs related to delay or other damage resulting from this.

12. Suspension, Dissolution, Force Majeure

- 12.1 If the Customer falls short in any way with respect to SOLIDUS in the fulfilment of its obligations, as well as in the event of a well-founded fear on the part of SOLIDUS that the Customer will fail to fulfil its obligations, such as in the event of a request for (temporary) suspension of payment, an application for bankruptcy, or a cessation of (part of) the business of the other party, SOLIDUS is entitled, without prejudice to the other rights it has and without any obligation to pay damage compensation, without notice of default or judicial intervention:
- to suspend the fulfilment of the Agreement until payment of all that is owed by the Customer to SOLIDUS is sufficiently secured; and/or
 - to suspend all its own payment obligations, if any; and/or
 - to recover the Products it has delivered (or to have them recovered)
 - to dissolve any Agreement with the Customer in whole or in part; all this without prejudice to the obligation of the Customer to pay for Products already delivered, and without this affecting SOLIDUS's other rights, including its right to damage compensation.

13. Force Majeure

- 13.1 SOLIDUS shall have the right to suspend the performance of its obligations as a result of any delays or defaults caused by events beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, SOLIDUS' unavailability regarding any required permits, licenses and/or authorisations, default or force majeure and any other disruption in the company of SOLIDUS or its suppliers or subcontractors ("Force Majeure").
- 13.2 If a Force Majeure prevents SOLIDUS from fulfilling any request from the Customer or performing any obligation arising from the Agreement, SOLIDUS shall not be liable to Customer for any compensation, reimbursement or damages whether for direct, indirect or consequential loss or otherwise.
- 13.3 In the event of Force Majeure or unforeseen circumstances, SOLIDUS is entitled to suspend the fulfilment of the Agreement without judicial intervention or to terminate the Agreement in part or in full, without any obligation to pay Customer any damage compensation.

14. Intellectual and Industrial Property Rights

- 14.1 SOLIDUS retains all intellectual and industrial property rights with regard to the Quotations it provides, as well as with regard to drawings, software, descriptions, models etc. it produces or provides, as well as with regard to all information contained therein and all information on which they are based, unless otherwise agreed in writing.
- 14.2 The Customer warrants that the items referred to in Article 13.1 will not be reproduced, disclosed, stored or otherwise used, except to the extent necessary for the fulfilment of the Agreement and with the written consent of SOLIDUS.
- 14.3 All indications, logos, labels etc., whether or not protected by intellectual or industrial property rights, which are located on, in or with the products delivered by SOLIDUS, may not be changed by the Customer, removed from the products, copied or used for other products, except with the written consent of SOLIDUS.

15. Applicable Law and Jurisdiction

- 15.1 Only Dutch law applies to these GTC, as well as to all Quotations and Agreements to which these GTC apply. The Vienna Sales Convention does not apply and is explicitly excluded by the parties.
- 15.2 Any dispute arising from or relating to an Agreement will initially be submitted exclusively to the competent court in Groningen.

16. Customer's Personal Data

- 16.1 SOLIDUS is entitled to record personal data of the Customer via (electronic) data processing, if done in accordance with the obligations of EU Regulation 2016/679 dd. April 27, 2016 on the protection of natural persons with regard to the processing of personal data.