

GENERAL TERMS AND CONDITIONS OF SALE OF RETROFLEX B.V.

Article 1 - Applicability

1. These General Terms and Conditions apply to all advice, offers, quotations, agreements and the performance thereof between Retroflex B.V. (hereinafter: "Retroflex") on the one hand and the Client on the other hand.
2. The applicability of general (purchase) conditions of the Client is expressly excluded, unless Retroflex has expressly agreed in writing to the applicability of the general terms and conditions of the Client.
3. Derogations from and/or additions to these General Terms and Conditions shall only bind Retroflex if agreed in writing.
4. In the event of any conflict between these General Terms and Conditions and the contents of the agreement, the provisions of the agreement shall prevail.
5. In case of differences in interpretation between the English and Dutch versions of these Terms and Conditions, the original Dutch version shall prevail.

Article 2 – Offers

1. Unless expressly agreed otherwise in writing, all offers, in whatever form, shall be entirely without obligation. An offer is valid for the period explicitly stated in that offer. If the offer does not include a period of validity, this period shall be deemed to be a maximum of 30 days from the date of the offer.
2. All information provided with an offer is for information purposes only and is to be as accurate as possible. This shall only be binding if it has been expressly confirmed by Retroflex B.V. in writing.

Article 3 - Agreements

1. Subject to the provisions below, an agreement is only concluded by placing a written or verbal (telephone) order with Retroflex and after Retroflex has accepted or confirmed the order in writing.
2. Any additional arrangements, amendments to the agreement or promises made by

Retroflex at a later date shall only be binding on Retroflex if these have been confirmed in writing by Retroflex. The originally agreed delivery time may, at the discretion of Retroflex, lapse as a result of the additional agreements or changes to the order.

3. Retroflex shall be entitled to have the agreement performed in whole or in part by third parties under the responsibility of Retroflex.
4. The Client shall not be permitted to transfer its rights and/or obligations from the agreement to third parties without the prior written consent of Retroflex. Retroflex shall be entitled to transfer its rights and/or obligations from the agreement(s) entered into with the Client to third parties, by which transfer Retroflex shall be released from its obligations towards the Client. The Client shall be obliged to render all cooperation deemed necessary by Retroflex for such transfer at Retroflex's first request.

Article 4 – Obligations of the Client

1. The Client shall be obliged to provide Retroflex in good time with all (correct) information, data and changes that are necessary to enable Retroflex to carry out the assignment in accordance with the agreement. The Client shall be responsible for the correctness and completeness of this information, data and changes.
2. If the Client fails to meet any of its obligation(s) as referred to in paragraph 1 of this article or meet them in a timely manner, Retroflex shall be entitled to suspend its obligations under the agreement until the moment that the Client has fulfilled that (those) obligation(s). If, after a written notice of default, the Client continues to fail to (fully) fulfil those obligation(s), Retroflex shall be entitled to dissolve the agreement. In that case, the Client shall be liable towards Retroflex for all damage and/or costs resulting from not, not timely or not fully meeting those obligation(s). The Client indemnifies Retroflex against any claims of third parties in connection with the

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(incorrect/incomplete/late) provision of information, data or changes as referred to in paragraph 1.

Article 5 - Prices

1. Unless expressly agreed otherwise in writing, quotations shall be in EURO and be based on the (cost) prices and rates applied by Retroflex at the time of the offer or upon conclusion of the agreement, excluding VAT and other taxes, levies and government charges.
2. Retroflex shall be entitled to change the prices and rates. Changed prices and rates shall apply from the date on which they become effective. Any taxes, import duties or levies, at the expense of Retroflex, implemented or increased after the agreement has been concluded, shall be for the account of the Client.
3. In the event of a price and/or rate increase, Retroflex shall, as far as reasonably possible, notify the Client thereof in writing.

Article 6 – Cancellation

1. If the Client cancels an order for reasons outside the scope of risk of Retroflex and Retroflex has already commenced the performance of the agreement, Retroflex shall be entitled to charge the Client a cancellation fee of 50% of the agreed price, to be increased by the loss sustained by Retroflex if that loss is higher.

Article 7 – Delivery

1. The delivery term(s) stated by Retroflex shall always be considered a target time and never a strict deadline, unless expressly agreed otherwise in writing between the parties.
2. Unless expressly agreed otherwise, delivery shall be Ex Works (EXW). Delivery takes place by delivery to the nearest destination that can be reached without difficulty.
3. The Client shall be obliged to accept the purchased goods upon delivery or at the

moment these are made available to the Client under the agreement.

4. If the Client refuses acceptance of the goods or fails to provide information or instructions necessary for delivery, the goods shall be stored at the Client's risk. In that case, the Client shall owe all additional costs, including in any case storage costs.
5. Retroflex shall be obliged to deliver in parts, for which it may issue separate invoices.
6. Upon delivery, the Client shall be obliged to check the delivered goods and the packaging for any shortages or damage.

Article 8 - Warranties

1. Retroflex warrants the quality of the goods it has delivered, on the understanding that with respect to the goods delivered by Retroflex, the Client may only rely on the warranties granted by the manufacturer and/or importer in respect of (parts of) the goods, or those on the certificate warranty. In all other cases, Retroflex does not provide any guarantees unless the parties have expressly agreed otherwise in writing.
2. The liability of Retroflex under the manufacturer's warranty and/or importer's warranty and/or the certificate warranty shall only consist of an obligation to replace or repair the goods. The costs associated with the warranty, including the costs of transport or shipment, shall at all times be at the expense of the Client and are not covered by the warranty.
3. The warranty referred to in this article shall in any case not apply if defects are the result of:
 - a. normal wear and tear;
 - b. failure to comply with fastening and maintenance instructions or other than anticipated normal use;
 - c. injudicious and/or improper use and/or assembly by the Client and/or third parties it has engaged;
 - d. assembly, modification or repairs carried out by the Client or third parties it has engaged.

GENERAL TERMS AND CONDITIONS OF SALE OF RETROFLEX B.V.Article 9 – Claims and complaints; returns

1. Unless expressly agreed otherwise in writing, complaints on account of defects or shortages visible upon delivery must be recorded by the Client on the receipt of the goods, if any, or reported to Retroflex by registered mail within 5 working days after delivery.
2. Non-visible defects must be reported by the Client to Retroflex by registered letter within 5 working days after discovery, but at the latest within 2 months after delivery.
3. Complaints regarding invoices must be reported to Retroflex within 5 working days after the invoice has been sent by registered letter.
4. Complaints that are received after the periods specified in this article shall no longer be considered.
5. Unless otherwise agreed in writing, the Client shall only be entitled to return goods to Retroflex if the Client has been given written permission by Retroflex to do so and if goods other than those it has ordered and/or damaged have been delivered.
6. Retroflex must be afforded the opportunity to inspect the goods to which the complaint relates in their original condition.

Article 10 – Liability

1. Retroflex shall never be liable towards its Client for direct, indirect or consequential damage to goods and/or persons that may occur at the Client, its employees, its customers and/or any third parties as a result of the delivery of the goods supplied by Retroflex, except in the event of intent or gross negligence on the part of Retroflex and the Client demonstrates that it is not at fault in this respect.
2. The Client indemnifies Retroflex against claims of third parties in connection with or arising from the goods delivered by Retroflex.
3. If, with due observance of the previous provision, Retroflex is nevertheless liable,

such liability shall never exceed the net invoice amount of the order.

Article 11 - Force majeure

1. In these General Terms and Conditions force majeure shall include, in addition to its definition provided by law and case law, any and all external causes, either direct or indirect, foreseeable or unforeseeable, as a result of which Retroflex cannot perform its obligations under the agreement entered into. Force majeure within the meaning of these General Terms and Conditions shall in any case be understood to mean: natural disasters, extreme weather conditions, epidemics, pandemics, fire, strikes in transport, energy disruptions, strikes, excessive absenteeism due to sickness of the personnel of Retroflex or its affiliated companies, government measures, including in any event import and export bans, quota restrictions and business interruptions at Retroflex or its suppliers, as well as non-performance by its suppliers as a result of which Retroflex cannot (or no longer) fulfil its obligations towards the Client.
2. If the force majeure situation is of a temporary nature, i.e. shorter than three months, Retroflex shall be entitled to suspend the performance of the agreement until the force majeure situation has ceased to exist.
3. If the force majeure situation is of a permanent nature or lasts longer than three months, Retroflex shall be entitled to terminate the agreement.
4. Retroflex shall also be entitled to invoke force majeure if the force majeure situation occurs after the performance should have been delivered by Retroflex.
5. If Retroflex has already performed part of its obligations, or can only perform part of its obligations on the occurrence of the force majeure, it shall be entitled to invoice the part already performed or to be performed separately in accordance with Article 12 and the Client shall be obliged to pay these

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invoice amounts as though it relates to a separate agreement.

6. In the event of force majeure, the Client may not claim compensation for damages from Retroflex.

Article 12 - Payment

1. Payment must be made within 30 days after the invoice date, unless otherwise agreed in writing.
2. In the event of non-payment within the stipulated period, the Client shall owe contractual default interest of 1% per month on the gross invoice amount, whereby part of the month will be counted as a full month. Furthermore, in the event of non-payment or late payment, the Client shall owe extrajudicial costs. Those extrajudicial costs amount to 15% of the principal sum due, with a minimum of € 350, without prejudice to Retroflex's right to charge the Client the actual costs incurred if they exceed the amount of extrajudicial costs thus calculated.
3. Payments made by the Client shall always first be applied to settle all due interest and costs and subsequently to settle those invoice amounts that have been outstanding for the longest period, even if the Client has stated that the payment relates to a different invoice.
4. In the event of a delay in the delivery of the goods through fault of the Client, Retroflex shall be entitled to invoice the costs already incurred, as well as a part of the total price stated in proportion to the parts already delivered. Retroflex shall be entitled to invoice on the date at which, if no delay had occurred, an invoice would be issued.
5. Retroflex may at all times, irrespective of the agreed payment conditions, require the Client to pay in advance or provide security for its obligations arising from the agreement, in default of which Retroflex shall be entitled to suspend the delivery of goods or to dissolve the agreement, without prejudice to the right of Retroflex to compensation of all damage.

Article 13 – Non-payment on the due date

1. If the Client is in default of prompt payment on the due date, Retroflex shall be entitled, without notice of default or judicial intervention being required, to dissolve or suspend the agreement in respect of the goods yet to be delivered, without prejudice to Retroflex's right to claim compensation for additional loss sustained.
2. In the case referred to above in paragraph 1 of this article, Retroflex shall also be entitled to split the claim into parts and to determine the date of being due and payable for each part.

Article 14 – Retention of Title

1. All goods delivered by Retroflex shall only become the property of the Client once payment has been made in respect of all goods delivered by Retroflex. Until the moment of payment in full of all goods, all delivered goods shall remain the property of Retroflex.
2. In the event that Retroflex invokes the retention of title and goods are to be recovered, the costs of recovering the goods shall be at the expense of the Client.
3. The delivered goods may never be resold by the Client, given as security or otherwise encumbered before payment has been made to Retroflex.
4. If third parties seize goods delivered under retention of title or wish to establish or assert rights to these goods, the Client shall be obliged to immediately notify Retroflex thereof in writing.
5. The Client shall undertake to insure and continue to insure goods that have been delivered under retention of title against fire, explosion and water damage and theft and, at the first request of Retroflex, shall make the insurance policy available for inspection. In case of any payment of the insurance, Retroflex shall be entitled to these funds. To the extent necessary, the Client shall undertake in advance to cooperate with

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Retroflex regarding all that should (or appears to) be desirable within that context.

6. In the event that Retroflex wants to exercise its property rights as provided for in this article, the Client hereby gives, in advance, unconditional and irrevocable permission to Retroflex and third parties to be appointed by Retroflex to enter the areas where the property of Retroflex is located and to recover said goods.

Article 15 – Termination of the agreement

1. If the Client fails to fulfil any of its obligations under this or any other agreement entered into with Retroflex, or fails to do so properly or on time, Retroflex shall be entitled to suspend the performance of the agreement or to dissolve the agreement - following proper notice of default - in whole or in part without Retroflex being obliged to pay any compensation, without prejudice to the other rights of Retroflex.
2. Retroflex shall be entitled to dissolve the agreement(s) with the Client with immediate effect and without judicial intervention and without a (further) notice of default being required in the following cases:
 - a. If the Client's bankruptcy or (provisional) suspension of payment has been applied for or has been declared;
 - b. If the Client transfers, liquidates, dissolves or closes down (part of) its business;
 - c. If all or part of the Client's assets are seized under a warrant of execution.
3. The Client shall be obliged to immediately notify Retroflex of the circumstances referred to in paragraph 2 of this article. Retroflex shall never be liable for the loss and/or consequences arising from and/or relating to the dissolution.
4. In the event of dissolution of the agreement, all amounts owed by the Client to Retroflex shall be immediately due and payable in full, without prejudice to the right of Retroflex to full compensation and its other rights as a

result of the Client's failure to fulfil its obligations.

Article 16 – Personal data

1. If Retroflex processes personal data within the scope of the performance of the agreement entered into with the Client, this personal data shall be processed in a proper and careful manner in accordance with the Personal Data Protection Act and the General Data Protection Regulation.
2. If the Client processes personal data during the performance of the agreement, the Client shall process the personal data in a proper and careful manner and comply with statutory regulations, including the Personal Data Protection Act and the General Data Protection Regulation.
3. Upon termination of the agreement between the parties, they shall either return to the other party or destroy the personal data they have processed during the performance of the agreement if there is no reason to retain the personal data.

Article 17 – Miscellaneous

1. Reliance on suspension and/or set-off by the Client is expressly excluded.
2. If any provision of these General Terms and Conditions becomes null and void, this shall not affect the other provisions of these Terms and Conditions. In that case, the parties shall make an arrangement for the null and void or nullified clause that corresponds to the original intention of the parties, to the extent possible.
3. Retroflex shall be entitled to amend these General Terms and Conditions unilaterally. In that case Retroflex shall notify the Client of the amendments in due time. The period between this notification and the entry into force of the amended terms and conditions shall be at least one month. If the amendment results in a performance being required from the Client that substantially deviates from the original performance, the Client shall be authorised to dissolve the

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agreement as from the date on which the amended terms and conditions enter into force.

Article 18 - Applicable law and competent court

1. All agreements, offers and the performance thereof shall be governed exclusively by Dutch law, with the exclusion of Vienna Sales Convention.
2. All disputes, including those which are considered as such by one party only, arising from or related to the agreement to which these Terms and Conditions apply or the relevant Terms and Conditions themselves and their interpretation or implementation, both of a factual and legal nature, shall be settled by the competent court in the district of East Brabant.