

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY ZICOM (as per Oct. 23, 2018)

Article 1 Applicability

1.1 These terms and conditions are used by ZICOM B.V., as well as by its affiliated companies, hereinafter referred to as "ZICOM".

1.2 These terms and conditions apply to all offers by ZICOM to (a) Customer(s) and all contracts with (a) Customer(s) of ZICOM.

1.3 The applicability of any general terms and conditions (of purchase) applied by the Customer is hereby expressly rejected. By way of derogation from Article 6:225 paragraph 3 of the Civil Code, ZICOM is not bound to the derogations from the quote of ZICOM present in the acceptance by the Customer.

1.4 These terms and conditions can only be deviated from following written agreement.

1.5 In the event of conflict between these terms and conditions and provisions specifically agreed to in writing, the provisions specifically agreed to in writing shall prevail over these terms and conditions.

Article 2 Offers, Agreement

2.1 All offers are without obligation, unless agreed otherwise in writing. An agreement is established through written confirmation of that agreement by ZICOM. The Customer shall be committed to any verbal order placed with ZICOM. A written confirmation includes in any event confirmation by letter, e-mail or fax. This provision shall not affect the right of ZICOM to prove the establishment of an agreement through alternative means.

2.2 All offers are exclusive of sales tax and delivery and freight charges, unless otherwise specified.

2.3 ZICOM reserves the right to require security from the Customer before accepting and implementing an agreement.

Article 3 Prices and Rates

3.1 Unless expressly agreed otherwise, prices of the goods are based on delivery according to Incoterm (2010) CFR (cost and freight), at the price and delivery costs as stated in the offer or the price list applicable on the date of delivery of the goods.

3.2 The introduction and/or increase of import duties, levies, sales tax and/or other taxes on (the delivery of) the goods or any raw materials and/or consumables or any other cost increase occurring after conclusion of the agreement, shall be charged to the Customer by ZICOM.

Article 4 Delivery

4.1 All delivery times are approximates only. Exceeding the delivery time, for any reason whatsoever, shall not entitle the Customer to claims for non-fulfilment of any obligation assumed towards ZICOM, including any right to compensation.

4.2 The agreement may state that time is of the essence, provided that this has been explicitly agreed.

Article 5 Force Majeure

5.1 Force majeure in the broadest sense of the word releases ZICOM from its obligation to deliver within a specified period or on a specified date, and gives her the right, if necessary, to suspend, or to wholly or partially terminate the corresponding agreement by means of a written notification to the Customer, without the Customer being entitled to compensation.

5.2 Force majeure means any circumstance or event that cannot be attributed to ZICOM, as a result of which ZICOM cannot reasonably be expected to fulfil its obligations, including, to the extent not already included, insufficient harvest, crop failure, operational failure, strike or interruption of operation of any nature, fire, railway strike, defective vehicles, transport problems of any nature that impedes, obstructs or delays transport to ZICOM and/or from ZICOM to the Customer, late delivery by one or more suppliers, and conditions in general that disrupt the regular production of ZICOM, or the delivery to the Customer.

5.3 Insufficient harvest or crop failure means the complete or partial failure of harvest of the raw materials and/or consumables required by ZICOM, as a result of which ZICOM cannot obtain the required raw materials and/or consumables, is unable to do so in good time, or only under more onerous conditions.

5.4 In the event that force majeure occurs while the agreement has already been partially performed, and if the remaining performance will be delayed by more than three months as a result of the force majeure, the Customer shall keep and pay for the goods that have already been delivered.

5.5 In the event that, as a result of force majeure, the delivery is delayed by more than three months, both the Customer and ZICOM are entitled to terminate the agreement, this without prejudice to the provision of Article 5.4

Article 6 Retention of Title

6.1 All goods delivered to the Customer by ZICOM shall remain the property of ZICOM until the Customer has met all obligations towards ZICOM relating to any current, previous and future deliveries of a similar nature, relating to activities that have been or have yet to be performed by ZICOM, as well as relating to other claims by ZICOM against the Customer. Until that moment, the Customer shall be deemed to keep the goods on behalf of ZICOM.

6.2 Until the moment the Customer has fully fulfilled its obligations towards ZICOM the Customer is only entitled to process the goods, to the extent this is part of the normal and regular course of its business.

6.3 At the first request of ZICOM, the Customer is required to establish a silent pledge on the goods delivered by ZICOM, as soon as ZICOM loses the property rights to these for any reason whatsoever, as security for payment of all existing and future claims by ZICOM against the Customer, including those relating to collection costs and interest. Failing this, all claims of ZICOM shall become immediately due and ZICOM shall be entitled to dissolve the agreement(s), without prejudice to its right to compensation.

6.4 All goods and packaging in possession of the Customer, which originated from ZICOM are at all times deemed to be the same as those stated on the unpaid invoices, insofar as the quantity of goods in possession of the Customer does not exceed the type and composition of the quantities stated on the unpaid invoices.

6.5 Pursuant to Articles 7.1 or 7.3, ZICOM shall always be entitled to collect these goods without having to serve prior notice. To this end the Customer provides ZICOM authorisation for this now and for henceforth, including the right to access the location where the goods are held and to remove them from this location.

Article 7 Acceptance and Complaints

7.1 The Customer is obliged to sufficiently inspect the delivered goods or to have them inspected upon delivery to ensure that they match the quality or type stipulated in the agreement.

7.2 All goods delivered by ZICOM are considered accepted by the Customer when:

- a. ZICOM has not received a written complaint from the Customer within 48 hours after delivery which specifically states the grounds on which the goods are not accepted; or
- b. the Customer uses the delivered goods in its production process, processes them in its end products or re-packages them.

Acceptance, as meant in this Article 7, means the discharge of ZICOM of its obligations in relation to the delivery of the goods, which are the subject of acceptance.

7.3 Complaints relating to the delivered quantity of goods and other defects visible upon delivery must be recorded on the accompanying documentation immediately. After such irregularities have been found, Customer will refrain from using the goods in its production process, processing them in its end products or re-packaging them otherwise his complaints will not be accepted;

7.4 When signing the documents without further reference, or when submitting complaints after the period stated in Article 7.2.a, ZICOM shall no longer be under any obligation to take such complaints into consideration.

7.5 If, after delivery, the nature and/or composition of the goods is changed, or if the goods are fully or partially damaged, re-packaged, if the shelf life has expired or if goods have not been stored in the prescribed manner, complaints will not be accepted.

7.6 Complaints will be taken into consideration provided that the goods are kept at the disposal of or returned to ZICOM in accordance with the instructions given by ZICOM (also see Art. 9.1).

7.7 In the event that the goods delivered by ZICOM are used for a purpose other than the normal use for which they are intended, complaints will not be taken into consideration.

Article 8 Liability

8.1 ZICOM shall only be liable and obliged to compensate damage due to an attributable failure to perform an agreement or for any other reason if the Customer declares ZICOM to be in default or holds ZICOM liable, immediately and in writing containing a description of the loss and the attributable failure in as much detail as possible, and if ZICOM has been given a reasonable period to remedy such failure and has subsequently failed to fulfil its obligation within this period.

8.2 ZICOM shall in no event be liable for any indirect damage, including any damage which is not the direct result of failure, loss of goodwill, loss caused by business interruption, reputational damage, loss of profits and loss of sales, loss of savings, recall costs and compensation (including fines and penalties) payable to third parties, and losses caused by delays.

8.3 The liability of ZICOM shall furthermore be limited to the amount it has received from the Customer in connection with the goods subject to the liability. Notwithstanding the provision above, the total liability of ZICOM shall be limited, in any event, to maximum compensation of EUR 250,000 (two hundred and fifty thousand euros).

8.4 ZICOM shall not be liable if the Customer removes or modifies the packaging of goods intended for consumers and supplied by ZICOM, fails to treat the goods in accordance with the instructions or otherwise treats them carelessly, or if it sells and/or supplies goods directly to consumers which are not intended for this purpose.

8.5 The Customer indemnifies ZICOM against any third-party claims for compensation of damage for which ZICOM is not, or would not be, liable under the provisions of the foregoing paragraphs of this article.

Article 9 Returns

9.1 Returns are only permitted if ZICOM has agreed to such in writing in advance or if such returns are executed by or on behalf of ZICOM.

9.2 Unless agreed otherwise, returns are at the expense and risk of the Customer. In the event that the complaint is upheld by ZICOM, ZICOM shall reimburse the Customer for the cost of the return.

Article 10 Packaging

10.1 Unless indicated otherwise, the goods are delivered in disposable packaging.

10.2 The disposable packaging is part of the delivered goods and will not be collected by ZICOM.

10.3 All reusable packaging, including drums, containers and pallets, are provided to the Customer on loan. The packaging will remain the property of ZICOM under all circumstances and may not be used by the Customer for other purposes. For certain packaging, the Customer must enter into a separate agreement ("Unloader Agreement") with the owner of that packaging, regarding the use and transportation of the packaging in question.

10.4 Unless the Customer can prove otherwise upon receipt, it is assumed that the Customer has received the packaging in good condition. ZICOM will charge the Customer for the repair costs of any damaged packaging. Loss of the packaging shall also be borne by the Customer. The packaging is considered lost if the Customer has not returned it within three months of receipt.

10.5 Reusable packaging shall remain the property of ZICOM under all circumstances; the Customer is not entitled to dispose of it or use it in any manner whatsoever.

10.6 Only undamaged reusable packaging will be taken back, at the calculated price. Settlement of calculated and returned packaging is only permitted following the receipt of a credit note sent by ZICOM.

Article 11 Payment

11.1 The Customer will pay ZICOM the agreed price/prices and other expenses for the goods delivered. Invoices are due upon receipt thereof by the Customer. ZICOM reserves the right to charge statutory interest for each month, or part thereof, during which an invoice remains unpaid after the payment term stated in the quote, without any notice of default being required, with the proviso that a minimum interest of 7% (annually) is payable on the outstanding amount. Interest calculation shall commence on the first calendar day after the payment deadline stated in the quote. If the quote does not state a payment deadline, interest shall be calculated from the day following the last day of the payment deadline stated in the agreement. If both the quote and the agreement do not state a payment deadline, interest shall be calculated from the day following the last day of the payment deadline stated on the invoice. If the quote, the agreement and the invoice do not state a payment deadline, interest shall be calculated from the 31st day after the invoice date.

11.2 ZICOM has the right to demand cash payment or payment in advance, if it considers it appropriate, as well as to suspend further delivery as long as payment for previous deliveries is still outstanding. The Customer is at all times obliged to lodge the security deemed necessary by ZICOM for payments due, upon first request.

11.3 Payment shall be considered completed as soon as ZICOM received the money.

11.4 In the event of a dispute regarding a part of the invoice, the part of the invoice that is not in dispute must be paid in accordance with the previous provisions.

11.5 For deliveries in parts or instalments, the terms and conditions of payment apply for each partial delivery or each instalment.

11.6 ZICOM is entitled to deduct any amounts it owes to the Customer from any amount that the Customer owes to ZICOM, or to other group members. Any collection fees related to expenses, such as postage, telephone and internal handling costs, as well as the full processing costs and costs of (extra)judicial legal assistance, including costs not liquidated by a judicial body, shall be borne by the Customer. The extrajudicial costs amount to a minimum of EUR 750.

Article 12 Dissolution

12.1 In the event that the Customer has in any way failed to comply with his obligations, the Customer ceases operations, the Customer requests a suspension of payment, a request for a suspension of payment was filed against the Customer, the Customer is in a state of suspension of payment, the Customer has applied for bankruptcy, an application for bankruptcy was filed against the Customer, the Customer is in a state of bankruptcy, or offers an agreement with his creditors or in other comparable circumstances, without prejudice to its right to claim for failure to perform and/or damages, ZICOM is entitled to fully or partially dissolve the agreement with the Customer and/or claim compensation without legal intervention and without any compensation being owed to the Customer and in the event of a partial dissolution, the delivery to the Customer may be suspended.

12.2 In the event that the agreement is dissolved on one or several grounds specified in the previous paragraph, any claim that ZICOM has against the Customer will be payable immediately, provided that it has not yet been paid.

Article 13 Confidentiality

13.1 Each of the parties will treat as confidential all information received from the other party that is designated as confidential, or the confidential nature of which should reasonably have been evident (hereinafter referred to as "Confidential Information"). Confidential Information in any event includes the existence, the nature and the contents of the agreement, as well as other business information of ZICOM.

13.2 Article 13.1 does not apply to Confidential Information which a) is already publicly known, b) has been independently developed by one party, without the use of the Confidential Information of the other party, c) was received from a third-party who was under no obligation to keep such information confidential, d) was already in the possession of the receiving party without an obligation of confidentiality. Article 13.1 does also not apply when the receiving party is forced by competent authorities to disclose such information, in which case the receiving party will immediately notify the providing party about this.

13.3 Confidential Information may only be used within the context of the agreement and may only be copied or reproduced insofar as this is necessary in order for the receiving party to perform its obligations under the agreement.

13.4 Each party shall treat the Confidential Information of the other party in the same manner as it treats its own Confidential Information and similar data, and they are at all times required to take the necessary precautions to maintain the confidentiality of such Confidential Information.

13.5 The obligations set forth in this article shall remain in force for 3 years after the end of the agreement.

Article 14 Intellectual Property Rights

14.1 All intellectual property rights which are owned by ZICOM or its supplier(s) shall remain the property of ZICOM at all times. The Customer shall not in any way acquire any rights of intellectual property in relation to intellectual property rights (the ownership of which is) resting with ZICOM or to any information received from ZICOM in any form whatsoever.

14.2 The Customer is not permitted to change the delivered goods, wholly or in part, or to provide them with a different brand name and/or packaging, or otherwise to remove or change any indication of copyright, trademarks, trade names or other intellectual or industrial property rights of ZICOM, unless otherwise agreed in writing.

14.3 The Customer is not permitted to use any name, trade name, trademark, logo or any other reference to ZICOM in any external press release, advertising materials, publicity materials or other, without the permission of ZICOM.

Article 15 Disputes and Applicable Law

15.1 Any dispute between the Customer and ZICOM, including the sole recovery of outstanding payments owed by the Customer, shall initially exclusively be tried by the competent court in the district where ZICOM is located.

15.2 Notwithstanding the provisions in paragraph 1, ZICOM is at all times entitled to present a dispute for settlement by arbitration to the Dutch Arbitration Institute in Rotterdam, in accordance with the rules of this Institute.

15.3 Dutch law exclusively applies to all offers of sale and all (purchase) agreements to which ZICOM is party. The application of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

Article 16 Final Provisions

16.1 With regard to the agreement each party is considered an independent contractor and none of the parties will have the right to represent or bind the other. Nothing in the agreement or in these General Terms and Conditions of Sale and Delivery establishes or will have established a joint venture, a partnership or an agency relationship between the parties.

16.2 The Dutch language is the authentic language of these terms and conditions.

16.3 In the event that one or several provisions of these general terms and conditions would appear to be non-binding, wholly or in part, the other provisions of these terms and conditions remain in force. ZICOM reserves the right to replace the non-binding provisions with provisions that are binding and that differ as little as possible from the replaced provision, taking into account the objective and the purpose and intent of these general terms and conditions.