

Mobene B.V.

General Terms of Sale and Delivery (as of January 1, 2020)

1. Applicability

1.1 These General Terms of Sale and Delivery ("Terms of Sale") apply to all offers, quotations and agreements in which Mobene B.V. or its affiliated companies and/or joint ventures (hereinafter jointly and separately "Mobene") is involved or is a party in the Netherlands (while Mobene's relevant other party will hereinafter be referred to as: the "buyer") and also pertain to all goods, services and advice ("products") of Mobene as well as all related activities, including by virtue of purchase and/or assignment.

1.2 All quotations, price quotes and offers are without obligation. Mobene may revoke/change its quotations, price quotes and offers within ten working days of acceptance.

1.3 All assignments are accepted by Mobene and carried out by Mobene exclusively, setting aside sections 7:404 and 7:407(2) of the Dutch Civil Code.

1.4 Deviations from the Terms of Sale are only valid if they have been explicitly agreed upon in writing. In that case, deviations only apply to those agreements in respect of which these deviations have been declared explicitly applicable in writing.

1.5 Once these Terms of Sales apply, they also apply to new agreements between the parties, unless this is expressly excluded, and to all non-contractual relationships between the parties. If the provisions of the Terms of Sales are amended at any time, the new amended Terms of Sales will apply instead of the present Terms of Sales.

1.6 Any general terms and conditions of the buyer are expressly excluded. If and insofar as the parties have explicitly agreed in writing that the buyer's terms and conditions also apply, the Terms of Sales will prevail, unless explicitly agreed otherwise in writing.

2. Delivery and Shipping

With regard to companies, Mobene is entitled to make partial deliveries as far as reasonable. The standard determination of measurement or weight takes place at our delivery points. If the buyer requests an official railway weighting at the departure station, the costs will be borne by the buyer. The choice of shipping route and type will be made by Mobene. Mobene will make every effort to accommodate the buyer's wishes; additional expenses thereby incurred will be borne by the buyer.

3. Incoterms

In case of delivery abroad, the Incoterms apply in their current version. Dutch law applies to the agreement but with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

4. Purchase

Unless expressly agreed otherwise in writing, the agreed quantity must be purchased in approximately equal monthly (estimated) quantities. Mobene is not obliged to deliver less or more than such a monthly (estimated) quantity with a deviation of up to 10% over any contract month.

If the delivery can only take place in (partial) deliveries that are smaller than a minimum quantity to be determined by Mobene from time to time, or if urgent deliveries have to be made, Mobene will be entitled to charge the buyer a surcharge.

5. Retention of title and right of pledge

5.1 Without prejudice to the provisions of article 2 above, Mobene will remain the owner of the products delivered or to be delivered for as long as the buyer has not performed (part of) the services to be performed under the agreement, these terms and conditions or any other agreement with Mobene and/or for as long as the buyer has not fulfilled other non-contractual obligations towards Mobene. The buyer will at all times grant Mobene immediate access to retrieve the delivered products (or have them retrieved) at the buyer's expense and

risk.

5.2 Under the condition precedent that the retention of title referred to in the previous paragraph is cancelled and/or is no longer valid, the buyer hereby grants Mobene in advance a right of pledge on delivery on all the products delivered and to be delivered to the buyer. This pledge serves as security for the payment of all current and future debts of the buyer to Mobene. The buyer is hereby deemed to have granted Mobene an irrevocable and unconditional power of attorney to cooperate in the further written recording and registration of the pledge.

6. Security

If, in Mobene's opinion, the buyer's (financial) circumstances give good reason to believe that the buyer will not (be able to) fulfil its obligations arising from the agreement, the buyer will be obliged to provide security to Mobene's satisfaction, make an advance payment to be determined by Mobene, and/or make a transfer of goods in lieu of payment for the fulfilment of all its obligations under the agreement. In default of such security, Mobene will be entitled to suspend the performance of and/or dissolve any agreement with the buyer in whole or in part, without being obliged to pay any compensation.

7. Liability

7.1 Mobene is not be liable for any direct or indirect damage, consequential damage or loss of profit incurred by the buyer or third parties, including those which buyer or third parties incur as a result of shortcomings and/or any acts and/or omissions on the part of Mobene and/or its (non-)subordinate assistants in connection with the performance of any agreement concluded between the parties or in the context of non-contractual relationships.

7.2 The buyer is obliged to indemnify and hold Mobene harmless from and against all claims by third parties arising from or in connection with the agreement between Mobene and the buyer and any non-contractual relationships, particularly if the damage is the result of the buyer providing incorrect and/or incomplete data and/or information.

7.3 If Mobene is able to derive a defence from the Terms of Sale in order to defend its liability for the conduct of a (non-) subordinate assistant engaged by it, the (non-)subordinate assistant may also invoke this defence if they are sued by the buyer on the basis of this conduct, as if they were a party to it.

8. Complaints

8.1 The buyer is obliged to inspect the delivered goods immediately upon or after delivery. Complaints about the delivery, including complaints about deviations in the quantity and/or quality of the goods delivered, must be reported by the buyer to Mobene in writing without delay, but no later than 5 working days of the delivery, in default of which all buyer's claims in this respect will lapse.

8.2 The buyer must submit a complaint about an invoice sent by Mobene in writing within 5 working days of the invoice date, in default of which all buyer's claims in this regard will lapse.

8.3 Return shipments do not have to be accepted by Mobene unless Mobene has given its prior written consent.

9. Discontinuation

At all times, Mobene has the right to discontinue the agreement or the part of the agreement that has not yet been performed, without judicial intervention and without being obliged to pay any compensation to the buyer, subject to a notice period of 5 working days.

10. Termination

10.1 Without a notice of default or judicial intervention being required, Mobene may, by means of a written notice, terminate the agreement with immediate effect - without Mobene being obliged to pay any compensation, without prejudice to the buyer's liability to pay compensation - in the following cases, among others, in which the buyer will be required to notify

Mobene in writing without delay, to the extent applicable to it:

- a. seizure of the buyer's property;
- b. loss by the buyer of a licence to operate its business;
- c. the buyer's failure to fulfil its payment obligations or circumstances that (could) endanger its creditworthiness;
- d. a false or incomplete statement made by the buyer to Mobene;
- e. any act or omission on the part of the buyer in violation of the provisions of the Terms of Sale or the underlying agreement and/or any other agreement between the buyer and Mobene;
- f. termination or such change in the legal relationship between Mobene and its suppliers which prevents further deliveries to Mobene and consequently to the buyer, or severely restrict or encumber them;
- g. if the buyer applies for or obtains a suspension of payments - provisional or otherwise - if the buyer is declared bankrupt or applies for bankruptcy or debt rescheduling from the buyer or if the buyer becomes insolvent in any other way; sale, transfer (directly or indirectly) or discontinuation of (a substantial part of) the (business of the) buyer, merger, demerger or liquidation of the buyer, or loss of control over or loss of predominantly economic interest in the buyer of the (ultimate) holder of the buyer; and/or
- h. any other circumstances as a result of which Mobene cannot reasonably be expected to continue the agreement with the buyer.

10.2 Termination of the agreement pursuant to the foregoing provisions will not affect any right to fulfilment of existing obligations by Mobene or any claim for compensation by Mobene.

11. Force Majeure

11.1 Mobene is not liable for the late, improper or non-fulfilment of its obligations if and to the extent that and for as long as the fulfilment of all or part of the obligations, temporarily or permanently, has been delayed, obstructed or prevented by force majeure, as is, among others, the case in the following events:

- a. compliance with a regulation or request by a public authority, local, port or other authority or any body or person, which/who indicates that it is/they are such authority or body or acting on its behalf;
- b. hindrances, restrictions or impediments with regard to the extraction, production and/or supply (including replacement of supply lines) and/or the import of raw materials and consumables for the products sold and/or with regard to the manufacture of those products and/or the transport thereof to the place of delivery (including the non-performance of supply companies);
- c. facts and/or circumstances which Mobene could not have foreseen or could not reasonably have been required to foresee and which affect Mobene in such way that, had it been aware of those facts and/or circumstances, Mobene would not have entered into the agreement for delivery or would have done so on amended conditions.

11.2 The circumstances referred to in article 11.1 include, but are not limited to: war, mobilisation, insurrection, boycott, destruction, epidemics, natural disasters, weather conditions, strikes, fire, the forced termination of the operation of wells, refineries, and/or installations, traffic stagnation or transport delays, computer malfunctions, failure of electricity or gas transmission systems, price increases that cannot be passed on and, furthermore, any other circumstances that interfere with Mobene's regular business operations or those of its suppliers, such as at Mobene's discretion.

11.3 If a situation as referred to in articles 11.1 or 11.2 arises, Mobene will inform the buyer - if possible and desirable for Mobene - whether, to what extent and under which conditions it will continue the deliveries in whole or in part. Mobene will never be obliged to cover any shortfalls with other suppliers and will furthermore be entitled to dissolve the agreement or to suspend or limit the deliveries.

12. FOB/FCA deliveries

12.1 In case of FOB or FCA deliveries, for the purposes of

applying the VAT exemption in connection with an intra-community delivery, the buyer must confirm in writing to Mobene, at the latest at the time of delivery, that the products will be transported by it or on its behalf to another EC member state, without prejudice to Mobene's right to request further information or original documents before applying this rate. If the buyer is unable to provide further information or original documents, Mobene reserves the right to charge the buyer at any time for the applicable VAT together with default interest and any VAT fines imposed on Mobene.

12.2 With regard to the Administrative Guidance Document ("AGD") for excise goods, the buyer must ensure that, prior to the physical transport of the goods, the names and signatures of the authorised persons of the receiving warehouse, registered or non-registered company, are notified in writing to Mobene or, if the dispatching warehousekeeper is a third party, to this third party, as well as that the changes are notified in good time. The buyer must ensure that the AGD is received again by the dispatching warehousekeeper within 14 working days of the date of shipment. In case of FOB or FCA deliveries, the buyer is liable for taxes and levies, fines, interest and additional costs resulting from infringements or irregularities during transport or any shortfall found on the receipt of the goods, as well as irregularities in connection with the AGD, including incorrect or incomplete signatures, late or non-receipt from the dispatching warehousekeeper.

12.3 If and to the extent that Mobene issues customs or excise documents in Mobene's name for the benefit of the products to be delivered or has them issued, the buyer will immediately compensate, without reservation and without any right of set-off and/or suspension, all damage that may result from the use of these documents, irrespective of whether there is any fault or culpability on the part of the buyer, the buyer's staff or third parties engaged by the buyer. If and as soon as the buyer resells and/or delivers the products without payment of levies or taxes, the buyer will draw up (or have drawn up) consecutive customs or excise documents to discharge the customs or excise documents of Mobene, in order to terminate Mobene's liability towards the Tax and Customs Administration.

13. Applicable law and disputes

13.1 Unless agreed otherwise in writing, Dutch law applies to all legal relationships with Mobene as set out in the Terms of Sale.

13.2 The Rotterdam District Court has jurisdiction to hear disputes under Dutch law, without prejudice to Mobene's right to choose to submit the dispute to the court in the buyer's place of business and without prejudice to mandatory provisions concerning any jurisdiction of another court.