

Terms of sales Unique Safety Products B.V. (V2.0 - 30/4/20)

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1. General

1. In terms of sales of Unique Safety Products B.V. - Hereinafter referred to as USP – the following definitions shall apply:

"Client" means any natural or legal person, who orders USP products and services or to whom USP offers relevant products and services.

"Products" means any goods and / or services that are the subject of an agreement and any results of services provided by USP, including but not limited to acceptance of work, delivery of goods, advice etc.

"Contract" any obligation by USP regarding the supply of products.

2. These conditions apply to all offers of USP, all orders by USP and to all agreements concluded with USP on all work performed, unless expressly agreed otherwise in writing. Any reference to its own terms or conditions of third parties that the apparent purpose or may by the client no matter the stage of development or implementation of agreements with USP is emphatically rejected. In the case of a conflict with written purchase, procurement, or other conditions of the customer, these general conditions of USP prevail, except if and insofar as conditions of the client, as aforementioned, by USP confirmed in writing.

3. Client hereby accepts the applicability of these terms with respect to all future agreements to be concluded between the client and USP including all products or services by USP.

2. Offers, conclusion of agreements

1. All offers are without engagement and subject to change, unless expressly agreed otherwise stated by USP.

2. A contract is only concluded if and when USP accepts an assignment in writing or when by USP the implementation is begun. USP reserves the right to only accept order above a certain minimum amount.

3. The client must report any changes in the execution of a granted order swiftly and in writing to USP. USP is entitled to add additional cost for changes in the execution of the contract to the account of the client.

4. Subject to the provisions of this article, all USP advice, calculations, notifications and statements regarding capacities, results and / or anticipated performance by USP are binding only if and to the extent that such data are included in the written confirmation of USP, or are part of any client separately concluded between USP and further

written agreement expressly deviating from these terms and conditions.

3. Delivery

1. Delivery takes place Ex warehouse, unless otherwise agreed.

2. In all other cases, the goods travel at the risk of the client.

4. Delivery time

1. Except in cases otherwise expressly agreed by USP specified or agreed (on) delivery time without obligation and are only an indication. Expirations of this do not conclude into legally default. USP tries as much as possible to deliver within the time specified or agreed (on). Except for intent or gross negligence, exceeding the delivery time client has no right to claim damages, to the refusal of the product, not to fulfill or suspension by it of any of the contract obligation arising, whether in whole or partial termination of the agreement

2. Only when delivery exceeds expressly agreed in writing delivery times by USP will give the client the right to claim damages which are fixed in advance and where this has been expressly agreed in writing. Such compensation shall not exceed the agreed price for the delayed work.

3. The client is entitled to cancel the Agreement for the unexecuted portion, if the work is not performed within a by client after the aforementioned late writing been promised reasonable period of at least 14 days is executed. In case of such termination does client permanently waive any claim for damages the liquidated damages including in Article 3.2 mentioned terms and conditions.

4. The by client agreed delivery time shall be extended by the time the performance is delayed by force majeure, regardless of whether the force majeure circumstances, take place before or after the execution should have been completed. The delivery time is also extended by the time that the client is later with any payment or performance of any other obligation than agreed or what by USP could reasonably be expected, regardless of whether the client is in default without further notice.

5. Pricing

1. The prices quoted by USP are based on the on time of the offer valid exchange rates, tariffs and other price determining factors. If, after the date of conclusion of the Agreement in accordance with Article 2, one or more of the price determining factors change, before the order has been executed, USP reserves the right to modify its prices

accordingly. These changes can include: increasing freight, import and export duties and other taxes, increase in prices of raw materials and energy, exchange rates, including the transition to the Euro. Exchange differences on the day of delivery of 3% or less relative to the currency exchange on the date of the offer are not settled. For larger differences are total off occurs by USP.

2. All prices exclude taxes, freight, handling costs, charges or surcharges of (semi-) government, including but not limited to VAT, environmental taxes, charges related to the reproduction / disclosure of copyright protected works, as well as any copper or other metal surcharges.

6. Ownership and retention

1. As security for payment of the amount due, the ownership of USP products delivered transfers to the client, if and when the client settles the amount due to USP in connection with the underlying agreement including any interest and costs and, where the law allows, in connection with other agreements with USP.

2. USP is entitled to retain business that USP on any account whatsoever of the client has or will get, until the amount due by client is received to satisfaction of, or until the customer has provided sufficient security therefor. This lien is also applicable in case the client is granted a moratorium or when the client is in a state of bankruptcy.

7. Ownership of client

1. Concerning the storage, the use and handling and processing of matters provided by the client. USP shall use the same care as to its own assets.

2. The risk for the client to USP items made available at all times, however, rests with the client.

8. Intellectual property

1. The client guarantees that implementation of USP instructions given by him do not conflict with third parties' intellectual property rights.

2. The copyright and any other intellectual rights by USP designed or realized sketches, drawings, photographs, models etc. USP remains at rest, unless expressly agreed otherwise in writing.

9. Invoicing, payment

1. USP is entitled to any partial delivery, which also includes the delivery of components of a composite order, to be billed separately. USP is also entitled to jobs that require a long processing time to invoice in installments, provided that in such case USP discusses with the client in advance about the terms and maturities.

2. All payments must be made in the currency specified by USP, at the offices of USP or a bank account designated to USP. Payments must be made within the time listed on the

invoice, or within 30 days after the invoice date, unless otherwise agreed in writing. USP is and remains at all times entitled to require a payment of its deliverables prior to delivery in order to secure the completion of an order in case if such security is not or cannot be given.

3. If the amount owed by the client is not according to the foregoing, the client shall be in default. Once the client is in default, the amount owed by the client is subjected to an interest of 1% of the invoice amount for each month or part of a month, which the due date is exceeded, without prejudice to USP other rights, including the right to the purchaser all the recovery related costs, both judicial and extrajudicial collection costs, including also the cost of the USP with respect to the recovery charge of third parties, such as lawyers and attorneys, bailiffs and / or debt collection agencies, to stories.

4. De opdrachtgever is niet gerechtigd tot enigerlei aftrek van, verrekening met, of schuldvergelijking met eventueel door hem gestelde vorderingen op USP. Indien opdrachtgever meent ten opzichte van de aflevering of uitvoering van de opdracht nog aanspraken, in welke vorm ook, te kunnen doen gelden, ontheft dit hem niet van de verplichting tot betaling op het overeengekomen moment en op de overeengekomen wijze en is hij niet gerechtigd om zijn betalingsverplichting op te schorten.

4. The client is not entitled to any deduction, or settlement with any alleged receivables on USP. If the client still claims performances of USP regarding the contract, over the delivery or performance of the contract, in whatever form, this will not relieve the client of the obligation to pay the agreed time and in the agreed manner and is not entitled to suspend its payment.

5. In case of default, the client is obliged extrajudicial collection costs. These are considered at least 15% of the outstanding amount amounts.

10. Force majeure

1. USP will notify the client as soon as possible of a force majeure situation.

2. Force majeure is understood to mean: any of the intention of USP independent circumstance, thus fulfilling obligations to buyer in whole or in part, temporarily or not, prevented or prevents the fulfillment of obligations not reasonably from USP may be required, regardless or circumstance at the time of conclusion of the agreement was such as, but not limited to, governmental action, fire, accidents, labor unrest, seizure, defects and malfunctions on / in machines, installations and / or (embedded) software (electronic) data and the full or partial default of suppliers.

3. Performance in one or more cases during conditions as specified in the preceding paragraph, shall not affect the right to, in other cases the right to suspend or terminate the agreement.

11. Termination

1. In case of default, receivership, the under administration of any asset, applying for suspension of payments, bankruptcy, cessation of business or death of the client and, if the customer is a legal person, including in the event of dissolution or liquidation of the entity or change of control of the company driven by such person, is entitled to USP execution of the agreement with the client to suspend or to terminate the contract without prior notice by a written statement fully or partially dissolve and properties of USP to withdraw, without prejudice to the right to compensation.
2. If an event occurs as described in the previous paragraph, all claims of USP on the client are immediately and payable in full.
3. If compliance by USP of one or more of its obligations in relation to force majeure cannot reasonably be expected of USP, USP has the right to cancel the contract without judicial intervention by registered letter in whole or in part or to suspend the execution thereof wholly or partially suspend, without any compensation being due.
4. Client is authorized to rescind only in the cases provided for in Article 4 of these conditions and then only after payment of all payable performances of USP at that time.

12. Warranty

1. Upon delivery all liability of USP ends, unless USP is liable under this article and under mandatory law.
2. Complaints on directly observable defects should be submitted in writing to USP within 14 days after delivery of the product. If the complaint is justified by USP, USP will take all reasonable efforts to resolve the defect. The obligation of USP thereby never exceeds any obligation which transcends the product.
3. For other possible defects USP is only responsible when the buyer proves that these are caused by either a defective construction, have a poor finish or the use of unsuitable materials in the manufacture of the goods. If in such case the buyer complains within a reasonable time USP will take all reasonable efforts to communicate the desire to resolve the defects. The obligation of USP thereby never exceeds any obligation which transcends the product.
4. If the product consists of goods part manufactured by third parties, the warranty USP does not go beyond that which the suppliers of USP is guaranteed.
5. The client has no right to warranty if USP supplies in accordance with the confirmed or quoted materials used. If the client has used the goods for a purpose other than for which they clearly intended, either (otherwise) has carelessly handled and if there is normal wear and tear the is no right to warranty.

6. After the expiration of one (1) year after delivery of the products, the client can no longer make a claim. USP has got from that moment no liability or obligation.

13. Indemnification

1. Compliance with the above commitment is the only obligation of USP to the client in the event of defective performance, non-performance, hidden defects, mistake or tort. For example and in particular is excluded any other claim of the client for direct or indirect damages howsoever caused even by his own fault or negligence of staff USP - with the exception of intent, conditional intent or deliberate adjacent recklessness or gross negligence of the part of the directors of USP personally - and any claim by the client for annulment or rescission of the contract. The client will not USP responsible and USP will not accept claims by third parties for acts or omissions of USP or its personnel in connection with the execution of the agreement and / or because of faulty (on) delivery, except in cases of intent or gross negligence.
2. The provisions of this article is stipulated for the benefit of employees of USP and others, which take part during assembly and / or manufacturing of goods and / or in the execution of an agreement.

14. Governing law, jurisdiction

1. Dutch law applies to all offers and agreements by USP.
2. Any disputes arising from an agreement (including what only one of the parties considers to be a dispute) will, insofar as the District Courts in these matters are absolutely competent, be adjudicated exclusively by the District Court in Rotterdam, subject to the right of USP to resolve these disputes, to submit to any other competent court.

15. Authentic version

1. The authentic version of these terms and conditions is considered the version written in the Dutch language.