

**ISOPARTNER NEDERLAND B.V.**  
**GENERAL TERMS AND CONDITIONS OF SALE**

**1. Definitions**

1.1 In these general conditions the following definitions apply:

- a) Customer: the party to whom Isopartner delivers goods and/or to whom Isopartner performs services or has agreed to do so with Isopartner, as well as the party having given Isopartner an assignment of another nature;
- b) General Terms and Conditions: the present general terms and conditions of sale;
- c) Isopartner: Isopartner Nederland B.V. and/or legal entities affiliated to it;
- d) Agreement: all agreements between Isopartner and the Customer concerning the purchase of goods and/or services by the Customer from Isopartner, as well as every other assignment that the Customer gives to Isopartner, as well as all acts and legal acts related to the foregoing; an Agreement is also understood to mean a framework agreement entered into between Isopartner and the Customer concerning the purchase of goods and/or services, where every partial delivery resulting from that framework agreement is explicitly considered to be an Agreement or rather separate Agreement;
- e) Price: the total consideration agreed between the Parties for the Product;
- f) Product: every good and every service offered, sold and/or delivered by Isopartner to the Customer;
- g) Parties: Isopartner and the Customer together;
- h) In Writing: in a notarial or private deed, by post, by telefax or by email, or by any other electronic means of communication

**2. Applicability**

- 2.1 The General Terms and Conditions apply to every offer, quotation and advice of Isopartner, to the Agreement and to all resulting and/or related obligations.
- 2.2 Deviation and/or addition of the General Terms and Conditions can only be agreed explicitly and In Writing.
- 2.3 Isopartner does not accept and explicitly rejects any general terms and conditions of the Customer, however named.
- 2.4 If the content of the Agreement deviates from the content of the General Terms and Conditions, the content of the Agreement prevails.
- 2.5 In deviation of article 2.2, Isopartner is at all times entitled to unilaterally amend or supplement the General Terms and Conditions. The amendments and/or supplements bind the Customer from the moment that the amendments and/or supplements are made known to the Customer In Writing.

**3. Offer / Formation of agreement**

- 3.1 All (price) offers and quotations of Isopartner are always without obligation and may be revoked or changed by Isopartner at all times, even after acceptance.
- 3.2 The Agreement only comes into being when Isopartner has confirmed an order or assignment of the Customer In Writing and explicitly, or has started its performance.
- 3.3. If the Customer cancels an order or assignment accepted by Isopartner, an amount of fifty percent (50%) of the Price is payable by the Customer.

#### **4. Price**

- 4.1 Unless explicitly agreed otherwise In Writing, the amounts mentioned in the Agreement and these General Terms and Conditions are in euros and exclusive of Dutch VAT, insofar as due, and exclusive of other government levies.
- 4.2 Isopartner is entitled to charge the costs related to delivery, installation, repair, replacement and disassembly of goods separately to the Customer.
- 4.3 Unless explicitly agreed otherwise and In Writing, Prices are charged to the Customer as included in the quotation/offer most recently issued by Isopartner to the Customer at the moment the Agreement was entered into.
- 4.4 All Prices used by Isopartner are based on the price-determining factors known at the time the offer/quotation was made.
- 4.5 Isopartner is entitled to adjust the Price or parts thereof for undelivered and/or unpaid goods or services in accordance with any changes in price-determining factors, such as raw material prices, wages, currency exchange rates, if three months have passed after the Agreement was entered into. An increase in Dutch VAT or other government levies may always be charged on.
- 4.6 Unless expressly agreed otherwise and In Writing, the Price is "ex works" as referred to in the 2020 Incoterms or at least the most recent version of the Incoterms at the time the Agreement was entered into.
- 4.7 If a Price is based on the weight of a Product, the weight is decisive and is determined by Isopartner by weighing with calibrated weighing scales before delivery. The Customer may be present at the weighing by Isopartner, provided that the presence does not unnecessarily delay or complicate the delivery. The Customer must inform Isopartner in time if it wishes to be present at the weighing.

#### **5. Payment / Security**

- 5.1 Unless explicitly agreed otherwise and In Writing, all invoices of Isopartner must be paid within thirty (30) days after the invoice date at the latest, without any discount or settlement.
- 5.2 Isopartner is authorised to make partial deliveries and in connection therewith to send partial invoices. Isopartner is at all times entitled to demand full or partial payment in advance for each full and partial delivery of a Product.
- 5.3 If the Customer disputes the correctness of an invoice of Isopartner, the Customer must report this In Writing, stating reasons, to Isopartner within eight (8) days after the invoice date, which term is considered to be the due date.
- 5.4 Unless agreed otherwise In Writing, payment must be made in euros by means of transfer to a bank account to be designated by Isopartner. Additional costs for Isopartner related to payment by the Customer in a currency other than euro are payable by the Customer.
- 5.5 If the price is determined in another currency than euro, the amount in euro corresponding with this price at the moment of payment will not be lower than the price in euro at the moment the Agreement was entered into.
- 5.6 Notwithstanding article 5.1, in the event of non-payment or late payment, the Customer is in default by operation of law and owes statutory commercial interest (as referred to in section 119a of Book 6 Dutch Civil Code) with effect from the invoice date, where for the purposes of calculating the interest due, part of a month is calculated as a full month. If the Customer fails to pay within the agreed term and is therefore in default, all outstanding claims with Isopartner are immediately due and payable from that moment onwards.
- 5.7 The Customer is obliged to pay all judicial and extra-judicial costs incurred by Isopartner in connection with the fact that the Customer has failed to fulfil its obligations properly and in time. The compensation due by Customer for extrajudicial costs is calculated in accordance with the collection rate recommended by the Netherlands Bar and amounts to a minimum of two hundred and fifty (250) euros.

- 5.8 At Isopartner's first request, the Customer provides security, additional or otherwise, for the payment by the Customer of the present and future fees due to Isopartner. Isopartner is authorised to determine, at its discretion, which form of security must be provided by the Customer. If Isopartner has good reason to fear that the Customer will not be able to fulfil its financial obligations and the Customer refuses to provide (additional) security, Isopartner is entitled to suspend the performance of the Agreement, without prejudice to its statutory rights of suspension.
- 5.9 Payments made by the Customer first serve to reduce costs and interest due (in that order) and subsequently to reduce principal sums, where older claims take precedence over new claims.
- 5.10 Payment by the Customer must always be made without suspension, discount or setoff, of whatever kind.

## **6. Delivery / Transfer of risk**

- 6.1 The agreed or stated delivery times are never to be considered deadlines, unless expressly agreed otherwise and In Writing. Merely exceeding the term of delivery does therefore not constitute default on Isopartner's part and can therefore not lead to any liability for damages on Isopartner's part. The Agreement cannot be terminated on account of exceeding the term of delivery, unless Isopartner does not deliver within a reasonable term after expiry of the term of delivery as indicated In Writing by the Customer. A reasonable term as referred to in the previous sentence amounts to at least one (1) month after receipt of the aforementioned notice.
- 6.2 Isopartner is entitled to deliver no more than five percent (5%) more or less of the Product, insofar as not a service, than the number of the Product that the Parties have agreed upon with a corresponding adjustment of the Price, without any default or liability for damages on Isopartner's part.
- 6.3 Isopartner is entitled to deliver a Product that deviates from what has been agreed, provided it concerns minor changes to the Product, changes that lead to improvement of the Product or changes that are necessary to comply with statutory regulations.
- 6.4 The Customer has an obligation to purchase.
- 6.5 Unless explicitly agreed otherwise In Writing, the Product is delivered by Isopartner "ex works" as referred to in the 2020 Incoterms or at least the most recent version of the Incoterms at the time the Agreement was entered into, at Isopartner's place of business where the order was placed by the Customer or, at Isopartner's choice, another branch of Isopartner or a branch of Isopartner's relevant supplier.
- 6.6 The moment of delivery is in all cases, unless otherwise agreed In Writing, the moment the Product is made available for transport for the Customer. The Product is transported at the Customer's expense and risk.
- 6.7 If the Customer does not take delivery of the Product (in time) that is offered for delivery in accordance with the Agreement for whatever reason, all costs incurred in vain by Isopartner in connection with the offer and any further costs of transport, safekeeping and storage are payable by the Customer. Transfer of risk also takes place at the moment Isopartner offers the Product for delivery in accordance with the Agreement, but the Customer does not take delivery of it for whatever reason.
- 6.8 In case of delivery on call, the Customer must call for the Product at least ten working days before the delivery date desired by the Customer.

## **7. Packaging**

- 7.1 If, in deviation of the provisions in article 6.5 of the General Terms and Conditions, it has been agreed that Isopartner takes care of the transport of the Product on behalf of the Customer, if no further indication for this has been given to Isopartner by the Customer, and is accepted by Isopartner In Writing, the method of transport, shipment, packaging, etc. will be determined by Isopartner, without Isopartner being liable for such.

- 7.2 If packaging is temporarily made available by Isopartner, the so-called 'loaned packaging', the loaned packaging remains property of Isopartner, regardless whether the Customer pays a deposit for the loaned packaging provided by Isopartner.
- 7.3 The Customer is not entitled to make the loaned packing available to third parties. The loaned packaging must not be used for purposes other than those for which it is intended. The Customer is not allowed to use packaging, including loaned packaging of Isopartner for mixing with other substances in any way whatsoever.
- 7.4 The Customer is obliged to return the loaned packaging material sorted, empty and undamaged as soon as possible and at the latest within six (6) months after delivery by Isopartner to the Customer. Loaned packing that has been used in violation of article 7.3 cannot be returned by the Customer. In case of loss or damage of loaned packing, the Customer's claim to repayment of the deposit expires and the Customer is obliged to compensate Isopartner for the damage, minus the deposit.

## **8. Obligation to investigate / Complaints**

- 8.1 All data and information provided by Isopartner concerning, amongst others, the suitability and application of the delivered Products in Isopartner's printed matter, are given entirely without obligation, do not bind Isopartner and do not relieve the Customer from performing its own checks and tests (or having them performed). The Customer cannot derive any rights from such data or from other advertising used, distributed or made available by or on behalf of Isopartner.
- 8.2 Isopartner provides technical application advice to the best of its knowledge based on experience. Isopartner is not liable for any damage suffered by the Customer resulting from such advice.
- 8.3 Any damage and loss of quality of delivered Products are considered to be caused by normal wear and tear or inappropriate use by the Customer, unless the Customer proves otherwise.
- 8.4 The Customer is obliged to examine the Product, or have it examined, upon delivery. In doing so, the Customer must check whether the Product fully complies with the Agreement as regards nature, quantity and quality.
- 8.5 The Customer's complaints about an incorrect or incomplete performance of the Agreement must be submitted In Writing to Isopartner at the latest within eight (8) days after the day on which the Products have or should have been delivered, under penalty of forfeiture of any right related to a failure.
- 8.6 The complaint must give a clear and accurate description of the defect as alleged by the Customer. Lodging a complaint does not release the Customer from its payment obligation.
- 8.7 The right to complain lapses as a result of complete or partial processing of the Product by or on behalf of the Customer, or if it appears that a defect of a Product was caused by installation, disassembly or repair other than by or on behalf of Isopartner and/or is, for that matter, wholly or partially the result of actions by or on behalf of the Customer.
- 8.8 If a complaint is considered well-founded by Isopartner, at its discretion, Isopartner either repairs or replaces the Product or credits the purchase price paid by the Customer in connection with the delivered Product, thereby taking back the delivered Product.

## **9. Retention of title**

- 9.1 All Products delivered by Isopartner remain its property until the Customer has paid all amounts due to Isopartner under the Agreement and/or other agreements, including any interest and costs, in full to Isopartner.
- 9.2 In case of overdue payment by the Customer, Isopartner is entitled to take back the Products that are its property on its own authority, at the Customer's expense. The Customer is obliged to give Isopartner all cooperation to this end, including granting Isopartner free access to its premises and/or buildings.
- 9.3 If there is accession (*natrekking*), confusion (*vermenging*), specification (*zaakvorming*) or any other processing of the Products delivered to the Customer under retention of title, as a result

of which Isopartner loses or might lose its property rights with regard to a good, the Customer, upon Isopartner's first request, renders all cooperation necessary for the establishment of a non-possessory or possessory pledge on the relevant goods for the benefit of Isopartner.

- 9.4 The Customer is obliged to immediately inform Isopartner of any third-party attachment (*derdenbeslag*) of Products delivered under retention of title.
- 9.5 The Customer is authorised to dispose of and deliver the Products delivered under retention of title in the normal course of its business, under the condition that the Customer informs third parties In Writing about Isopartner's retention of title when appropriate. Subject to the above, the Customer is never authorised to encumber the Products delivered under retention of title in any way whatsoever and/or to give them on loan or give them on loan for consumption and/or relinquish them.

## **10. Intellectual property**

- 10.1 All intellectual property rights with respect to the Products are held by Isopartner. The Customer is not allowed to duplicate, disclose or imitate the Products in whole or in part without Isopartner's prior written consent.
- 10.2 The Customer may only trade the Products originating from Isopartner under the trademark, including the figurative trademark, the trade name and the specifications under which the goods have been delivered to it. The Customer is not authorised to change the quality of the Products purchased from Isopartner, including labelling, prints and instructions.
- 10.3 The Agreement does not contain any transfer or licensing of any intellectual property rights within the framework of the Products delivered to the Customer and the accompanying documents.

## **11. Confidentiality**

- 11.1 The Customer is obliged to keep all information originating from Isopartner absolutely confidential (including ideas, knowledge, trade secrets, data, procedures, substances, samples and the like) which comes to its knowledge within the framework of the Agreement or the performance thereof, and which Isopartner considers to be confidential or of which the Customer can reasonably suspect the confidential nature. The Customer limits access to such information to the persons who need it for the Agreement or the performance thereof. Except with Isopartner's prior written consent, the Customer does not disclose or make public such information or any part thereof to any person, firm, company or other entity and the Customer does not use such information or any part thereof other than for the Agreement or the performance thereof.
- 11.2 The duty of confidentiality referred to in article 11.1 does not apply to information of which the Customer can prove by means of documentary evidence that this information:
- prior to disclosure, was fully in its possession without the Customer being bound by an obligation of confidentiality towards Isopartner or a third party; or
  - was already generally known or available at the time of disclosure by Isopartner or became so afterwards, other than by an act or omission of the Customer; or
  - was acquired by Customer from a third party who was not bound by a duty of confidentiality in respect of that information; or
  - was developed by the Customer independently without any use of information disclosed by Isopartner; or
  - by virtue of the law, any rule or regulation of a government-recognised body, or a binding and non-appealable decision of a court or another government body, must be disclosed by the Customer. In that case, the Customer will inform Isopartner of this In Writing and in good time so that the extent of the disclosure by the Customer, in consultation with Isopartner, can be limited to what is strictly necessary.
- 11.3 The Customer is obliged to impose the same obligation as referred to in article 11.1 on its employees and/or third parties it has engaged in the performance of the Agreement. The

Customer guarantees that these employees/third parties do not act in violation of such obligation of confidentiality.

## **12. Liability / Indemnity / Insurance**

- 12.1 Isopartner is not liable for any loss on the Customer's part, unless the Customer's loss is directly related to any intentional or wilful reckless act of only Isopartner's executive staff.
- 12.2 Under no circumstances is Isopartner liable for indirect loss, consequential loss and/or injury to persons or damage to goods of the Customer, its personnel and/or third parties engaged by it.
- 12.3 Isopartner is not liable for loss caused by engaged third parties and/or due to late or wrong delivery.
- 12.4 Any possible liability of Isopartner towards the Customer is limited to a maximum of the amount paid by Isopartner's insurer in the specific case, increased by Isopartner's applicable excess.
- 12.5 The Customer must report the loss suffered by it to Isopartner by registered letter as soon as possible, but at the latest within eight (8) days after it has arisen or has become known. Loss not reported within this period is not considered for compensation. In any case, all the Customer's legal claims against Isopartner expire after one (1) year, counting from the day on which the relevant obligation under the Agreement became due and payable or the event causing the loss took place.
- 12.6 The Customer indemnifies Isopartner against all claims on any account whatsoever of third parties that are related to the Products delivered by Isopartner to the Customer, except insofar as said claims are the result of intent, wilful recklessness or gross negligence of Isopartner's executive staff.
- 12.7 Without prejudice to the Customer's obligations in the Agreement and the General Terms and Conditions, the Customer ensures adequate insurance in order to fully comply with the indemnity obligations towards Isopartner referred to in articles 12.6 and 13.3 and other obligations and liabilities under the Agreement. The Customer provides Isopartner with an insight into its insurance policies upon first request.

## **13. Government regulations / Anti-bribery regulations**

- 13.1 The Customer is obliged to comply with all applicable European and national and international user, safety and (government) regulations with regard to the goods delivered by Isopartner. All penalties, losses and/or other consequences resulting from the non-observance of such regulations by the Customer are to be borne by the Customer.
- 13.2 The Customer abides at all times strictly by all applicable local laws, regulations and governmental orders to prevent bribery. Furthermore, the Customer complies at all times with the regulations of the OECD Directive Chapter 7: Combating Corruption, the US Foreign Corrupt Practices Act 1977 (FCPA) and the 2010 UK Bribery Act and all subsequent equivalents thereof.
- 13.3 The Customer indemnifies Isopartner against all claims of third parties, including government agencies, resulting from the Customer's violation of its obligations as referred to in articles 13.1. and 13.2.

## **14. Force majeure**

- 14.1 In the event of force majeure (as referred to in section 75 of Book 6 Dutch Civil Code) on a party's part, the performance of the Agreement will be suspended in full or in part for the duration of the force majeure period, without either party being liable to pay any compensation in this respect. If the force majeure situation is reasonably expected to last longer than three (3) months or has already lasted for three (3) months, the other party has the right to dissolve the Agreement with immediate effect and without judicial intervention by means of a registered letter, without giving rise to any right to compensation.
- 14.2 Force majeure on Isopartner's part means in any case:
  - circumstances regarding persons and/or material which Isopartner uses or tends to use in the performance of the Agreement, which are of such a nature that the performance

of the Agreement becomes impossible or becomes so difficult and/or disproportionately expensive for Isopartner, that performance of the Agreement can no longer or not immediately be required from Isopartner;

- strikes, lack of personnel, production interruptions; import and/or export restrictions, government measures;
- the circumstance that Isopartner does not receive, does not receive in time or does not receive properly a performance that is important in connection with the performance to be delivered by itself;
- fire, water damage, flood, extreme weather conditions, infectious diseases;
- war and danger of war, riots and the like.

14.3 In any case, force majeure on the Customer's part does not mean liquidity or solvency problems at the Customer or entities affiliated to the Customer, which circumstances in the relationship between the Parties are entirely and exclusively for the Customer's account and risk.

## **15. Penalty clause**

15.1 If the Customer violates the provisions of articles 10, 11 and/or 13, the Customer owes Isopartner an immediately payable penalty of EUR 15,000 per violation, and of EUR 1,000 for every day that the violation continues (including a part of a day), all this without prejudice to Isopartner's other statutory and contractual rights to performance and damages and/or to termination of the Agreement.

## **16. Suspension / Dissolution**

16.1 Isopartner is authorised, at its discretion, to suspend the performance of the Agreement in full or in part or to dissolve the Agreement in full or in part by a written statement without judicial intervention (and with immediate effect) (without Isopartner being obliged to pay any damages) in the event of:

- a failure by the Customer to fulfil one or more of its obligations under the Agreement and/or the General Terms and Conditions, including a failure by the Customer to fulfil one or more of its obligations under one or more subagreements;
  - a suspension of payments or an application thereof or bankruptcy of the Customer;
  - placing the Customer under guardianship or administration;
  - application of the second section of the Dutch Bankruptcy Act (section 369-362) (Court Approval of a Private Composition (Prevention of Insolvency) Act) (*Wet Homologatie Onderhands Akkoord*) to the Customer;
  - sale or termination of the Customer's business;
  - revocation of the Customer's permits necessary for the performance of the Agreement;
- or
- attachment of a significant part of the Customer's business assets.

16.2 Isopartner is entitled to retain the Customer's goods that it has in its possession for whatever reason until the Customer has paid Isopartner all that it owes it on any account.

16.3 All claims, including future claims, which Isopartner may have or acquire against the Customer in the cases mentioned above in article 16.1 are immediately due and payable in full.

16.4 An appeal for dissolution of the Agreement by the Customer must be made by registered letter and the Customer must clearly indicate one or more grounds for the dissolution therein.

16.5 Obligations of the Customer which by their nature are intended to continue even after dissolution of the Agreement, continue after dissolution of this Agreement.

## **17. Outsourcing / transfer**

17.1 The Customer does not outsource the performance of its obligations under the Agreement and the General Terms and Conditions in full or in part to third parties without Isopartner's prior written consent.

- 17.2 The Customer grants Isopartner permission in advance to transfer the Agreement and the rights and obligations resulting from it by way of contract takeover (as referred to in section 159 of Book 6 Dutch Civil Code) and/or the performance of the obligations resulting for Isopartner from the Agreement to one or more third parties, in whole or in part.
- 17.3 The Customer does not transfer the rights and obligations resulting for it from the Agreement and the General Terms and Conditions to third parties, in whole or in part, without Isopartner's prior written consent.

**18. Invalidity of one or more provisions**

- 18.1 The invalidity of a provision from the Agreement and/or from the General Terms and Conditions does not affect the validity of the remaining provisions of the Agreement and the General Terms and Conditions.
- 18.2 If and insofar as a provision of the Agreement and/or the General Terms and Conditions is invalid, or under the given circumstances may be unacceptable according to standards of reasonableness and fairness, a provision applies between the Parties that is acceptable taking all circumstances into account and that follows the purport of the invalid or unacceptable provision as much as possible.

**19. Applicable law and competent court**

- 19.1 Each Agreement entered into between the Parties (including these General Terms and Conditions) and all resulting and related obligations are governed exclusively by Dutch law.
- 19.2 The Parties exclude the applicability of the Vienna Sales Convention.
- 19.3 All disputes arising from or in connection with an order placed by the Customer, or an Agreement entered into between the Parties (including these General Terms and Conditions), and/or obligations arising therefrom or in connection therewith are settled exclusively by the competent court in Rotterdam, the Netherlands.

**20. Final provision**

- 20.1 The Dutch text of the General Terms and Conditions constitutes the only authentic text. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text prevails.