



## General Terms and Conditions

These General Terms and Conditions relate to Luxra International B.V., a private company with limited liability established in The Netherlands, NL-8451 KA Oudeschoot located on Schoterlandseweg 45, ( hereinafter referred to as "**LUXRA**");

### 1. APPLICABILITY

- 1.1. These General Terms and Conditions apply to all legal relationships between LUXRA and its contracting parties ("**Client**").
- 1.2. It is only possible to divert from these standard General Terms and Conditions in writing if such a diversion is signed by 2 (two) LUXRA directors acting together.
- 1.3. If it is not possible to invoke a provision in these General Terms and Conditions due to conflict with any legal provision, this provision shall have a similar meaning, insofar possible, so that it can be invoked. The other provisions of the General Terms and Conditions remain in full force.
- 1.4. LUXRA reserves the right to change these General Terms and Conditions.

### 2. OFFERS / AGREEMENT

- 2.1. Every offer from LUXRA is without obligation.
- 2.2. An agreement is created between LUXRA and Client when LUXRA and Client sign a purchase agreement or at the time Client agrees to a quotation of LUXRA, or in case of a transaction under an existing contract / framework agreement, if Client has received a sales order confirmation from LUXRA.
- 2.3. LUXRA has the right to dissolve the agreement at any time if objections emerge from the compliance check to be carried out by LUXRA that are contrary to the acceptance policy set by LUXRA.
- 2.4. The purchase agreement or the quotation / sales order confirmation referred to in clause 2.2, together with these General Terms and Conditions, form the complete agreement between parties. The general terms and conditions of Client are rejected and are never applicable to the agreement between LUXRA and Client. The purchase agreement can only be changed in writing by means of a document duly signed by authorized representatives.
- 2.5. In the event of a conflict between these General Terms and Conditions and the sales confirmation, the General Terms and Conditions shall prevail, unless otherwise agreed in writing.

### 3. PRICES

- 3.1. All prices are exclusive of sales tax (VAT) and Free Carrier-A (FCA-A; Incoterms 2020).
- 3.2. Changes of prices, such as but not limited to purchase, wage, material and freight costs, social and government charges, insurance premiums and taxes as well as other costs, entitle LUXRA to also amend the prices to be charged to Client, whereby LUXRA will provide Client with written corroboration. Client is obliged to pay to LUXRA the extra charges passed on as a result.

### 4. PAYMENT

- 4.1. Prior to the delivery of the Products, LUXRA sends to Client the sales order confirmation and/or relevant invoices. The agreed purchase price must be paid by Client before delivery, but at the latest within the agreed payment term.
- 4.2. Payment by Client must be made in Euro without any right of setoff, discount, deduction or suspension for whatever reason.
- 4.3. In the event of overdue payment, Client is automatically in default without any notice of default being required and Client owes interest amounting to 1.5% (one and a half percent) per (part of the) month with a minimum of the statutory interest per year as referred to in Section 6: 119a Dutch Civil Code. In such case LUXRA has the right to require from Client to provide adequate security for its payment obligations.

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- 4.4. In the event of overdue payment, liquidation, bankruptcy, deferral of payment or other payment difficulties of Client, all payment obligations of Client shall become immediately due and payable and LUXRA shall be entitled to suspend further performance of the agreement or to terminate the agreement, all this without prejudice to the right of LUXRA to claim compensation. In addition, Client will then ensure adequate security is provided on LUXRA's first written request, failing which LUXRA has the unconditional right to terminate the Agreement immediately.
- 4.5. In the event of overdue payment, Client will owe extra judicial collection costs of 20% (twenty percent) of the invoice value, with a minimum of EUR 500.00 (five hundred Euro).
- 4.6. LUXRA is always entitled to set off a claim of LUXRA on Client (whether payable or not) against a claim of Client on LUXRA (whether payable or not).

## **5. DELIVERY**

- 5.1. Only after receipt of the payment of the purchase price, or in case of purchase on account, provided the credit limit is considered sufficient by LUXRA, LUXRA shall proceed to deliver the Products Free Carrier-A (FCA-A; Incoterms 2020), on the premises of the warehouse where the Products are located and on the (indicative) date as stated on the sales order confirmation. LUXRA can provide the transport for Client for a charge based on the applicable (transport) charges and terms and conditions to be separately agreed.
- 5.2. The delivery date and time of delivery shall never be deemed to be firm deadlines. The Products are at Client's expense and risk from the time of delivery, even if delivery occurs at LUXRA's warehouse. As soon as the Products have been delivered, the Products are no longer covered by LUXRA's insurance policy. If Client's Products are stored in LUXRA's warehouse, the FENEX 2014 terms and conditions of storage (LSC- Logistics Service Conditions 2014) apply.
- 5.3. LUXRA is entitled to invoice and / or deliver an order in parts.
- 5.4. Client is obliged to accept the delivery of the purchased Products. If Client refuses the delivery or is negligent in providing information or instructions necessary for delivery and the receipt of the Products, the Products will be stored by LUXRA for a maximum of 2 (two) weeks at Client's expense. LUXRA has the right, but not the obligation, to store the Products for a longer period of time at Client's expense. It is only possible to divert from the original delivery dates shown in the sales order confirmation if such a diversion is requested in writing and approved by 2 (two) LUXRA directors acting together. Such a diversion never implies deferred payment terms and therefore a deferred delivery date will never result in Client being permitted to pay later.
- 5.5. If Client has not accepted delivery of the purchased Products or if Client indicates that he will not accept delivery of the Products, the delivery obligation of LUXRA is (automatically) cancelled and Client will forfeit an immediately due and payable penalty of 10% (ten percent) of the value of the invoice(s) regarding the Products concerned, without prejudice to any other right of LUXRA pursuant to this purchase agreement or the law, such as performance and / or compensation. LUXRA is then entitled to sell the Products concerned to a third party on terms that suit it. In such a case, Client undertakes to pay the price difference to LUXRA if the Products are sold to the above-mentioned third party at a lower price. Client shall also pay LUXRA the storage charge then applicable until the Products concerned have been delivered to this third party.

## **6. EXPORT CONTROL**

- 6.1. Client agrees and undertakes to comply with all applicable export and re-export and in-country transfer control laws and regulations, including but not limited to those imposed, administered or enforced from time to time by the U.S. government through the U.S. Department of Treasury, the U.S. Department of Commerce, the U.S. Department of State or the European Commission, or the U.K. government through the UK Department for International Trade and the Export Control Joint Unit the UK Foreign and Commonwealth Office, or Her Majesty's Treasury of the United Kingdom (Export Control).
- 6.2. At the time of Order, Client is required to inform LUXRA of any plans to export/re-export the Products and will obtain an end-use statement from the end-customer regarding the end-use of the Products in question.
- 6.3. LUXRA's acceptance of any Order subject to an export license is contingent on the issuance of applicable license and LUXRA shall not be held liable for delays or failure to deliver as a result of not obtaining an applicable export authorization.
- 6.4. Neither Client nor any of its owners, affiliates, related parties or subsidiaries nor any of its directors or directors of its owners, related parties or subsidiaries, or any of its



administrators, officers, board of directors (supervisory and management), members or employees is the subject or target of any E.U, U.S. or other national government financial and economic sanctions or trade embargoes or otherwise identified on a list of prohibited, sanctioned, debarred, or denied parties, including but not limited to those imposed, administered or enforced from time to time by the U.S. government through the U.S. Department of the Treasury, Office of Foreign Assets Control's Specially Designated Nationals List, the Bureau of Industry and Security of the U.S. Department of Commerce, the US Department of Commerce's Denied Persons List, Entity List or Unverified List or the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury of the United Kingdom, or the Organization for Security and Co-operation in Europe (OSCE) (collectively Sanctions). Should this position change, Client will inform LUXRA within 48 (forty eight) hours of the Sanction being imposed.

- 6.5. Client has adequate controls and systems in place to screen, and is fully responsible for screening transactions of customers, sub-contractors, suppliers, vendors, and all other third parties who may assist, benefit from, or provide Products or services to, or receive Products or services from Client, and to ensure compliance with applicable laws pertaining to Sanctions. Client will not supply, sell, export, re-export or transfer (in-country or otherwise) the Products directly or indirectly to any country, entity or person which is subject to Sanctions.
- 6.6. Client agrees to fully indemnify and hold harmless LUXRA and its representatives from any third-party claims, damages, costs, losses, and/or liabilities arising out of Client's non-compliance or alleged non-compliance with Export Control and Sanctions regulations. This clause will survive termination of the Agreement.
- 6.7. Nothing in these General Terms and Conditions is to be construed as authorization by LUXRA for Client to market or resell the Products in violation of the provisions of this clause 6.

## **7. RETENTION OF TITLE**

- 7.1. Transfer of ownership of the Products delivered by LUXRA, will only take place under the suspensive precedent that Client has paid the purchase price in full. Products supplied by LUXRA, to which this retention of title applies, may only be sold or used within the framework of normal business operations (with direct payment). As long as the retention of title is in force, Client may not pledge the Products in question or establish any other right on the Products.

## **8. LIABILITY**

- 8.1. LUXRA excludes its liability, insofar possible by law, for:
  - i. indirect damage;
  - ii. consequential damage;
  - iii. damage due to lost profit;
  - iv. losses due to delay damage;
  - v. any additional compensation in any form whatsoever;
  - vi. damage resulting from the lack of cooperation, information and / or materials by or on behalf of Client;
  - vii. damage related to information and / or advice given by or on behalf of LUXRA.
- 8.2. Any liability of LUXRA will always be limited to the amount that its insurance company pays out for the relevant liability under its liability insurance with a maximum of the total sum of invoice amounts (ex VAT) as invoiced by LUXRA to Client, and paid by Client to LUXRA for the relevant delivery.
- 8.3. At first written request of Client, LUXRA will send a copy of the current insurance policy to Client. Client has the right to request additional insurance whereby Client will bear the related additional insurance premium.
- 8.4. Any right to compensation shall lapse if Client fails to notify LUXRA of the occurrence of the damage, the scope and the cause, in writing and in detail, within 5 (five) working days after the event causing the damage.
- 8.5. Client indemnifies LUXRA for all damage that LUXRA might suffer as a result of third party claims in connection with the Products supplied by LUXRA, including but not limited to any claim as a consequence of not paying a recycling fee or not paying it in full or on time.
- 8.6. For any guarantee on the Products purchased by Client, LUXRA will refer Client to the relevant producer / supplier, whereby LUXRA will make a commercially reasonable effort to assist Client with the claiming of any warranties, indemnities or other claims against such producers / suppliers, to the extent that LUXRA deems this to be opportune.



## **9. DEFECTS**

- 9.1. Client must inspect the delivered Products upon delivery. In doing so, Client must check whether the delivered Products comply with the agreement, namely:
  - i. whether the right Products have been delivered; and
  - ii. quantity; and
  - iii. whether there is visible (transport) damage; and
  - iv. whether the delivered Products meet the requirements that may be set for normal use and / or commercial purposes.
- 9.2. If visible defects and / or imperfections are found, Client must state these on the delivery receipt and/ or the transport document.
- 9.3. Non-visible defects must be reported to LUXRA in writing within 5 (five) working days after delivery, at least after observation has been reasonably possible, in writing and with reasons and stating the invoice details.
- 9.4. If Client does not make a written report of defects or complaints within the aforementioned periods, LUXRA has the right to reject and not further process the complaint and Client's rights in that respect will lapse.
- 9.5. Complaints about invoices must be reported to LUXRA in writing within 5 (five) working days of the invoice date.
- 9.6. Samples / models shown are valid for illustration only, without the Products to be delivered having to comply with them. LUXRA is not obliged to deliver Products if these Products are taken from the production or sales program of LUXRA or its suppliers.
- 9.7. Claims and defenses based on facts that would justify the argument that the delivered Products do not comply with the agreement expire by 1 (one) year after delivery.

## **10. FORCE MAJEURE**

- 10.1. If force majeure prevents (timely) fulfilment of any contractual obligation, LUXRA and Client shall consult with each other for the purpose of determining whether variations that are reasonable for both parties can be agreed, given the relevant force majeure situation. Force majeure includes flood, fire, government measures, strikes, riots, natural disasters and extreme weather conditions, epidemic or pandemic diseases, acts of terrorism and/or acts of war as well as any failure of fulfilment of obligations by any of LUXRA's suppliers. If the Products are stored by or on behalf of LUXRA during the force majeure situation, Client will then pay LUXRA the applicable storage charge. The above-mentioned storage charges will be invoiced monthly in advance and they must be paid to LUXRA within 14 (fourteen) days following the invoice date. If, given the actual date of delivery of the Products, it turns out afterwards that Client has paid excessive storage charges, then LUXRA will repay the excess payment to Client within 14 (fourteen) days. Force majeure never discharges Client's obligation of timely payment of the purchase price.
- 10.2. If the force majeure situation lasts longer than 30 (thirty) days, either party is entitled to terminate the Agreement with immediate effect by means of a registered letter in which notification is given of the termination. If Client exercises this right, LUXRA will make every effort to sell the Products concerned to a third party on terms and conditions that suit it. In such a case, as of now Client undertakes to pay the price difference to LUXRA if the Products are sold to the above-mentioned third party at a lower price. Client shall also pay LUXRA the storage charge then applicable until the Products concerned have been delivered to the third party. LUXRA is prepared to waive its right to termination referred to in this article if Client states that it objects to such termination and subject to payment to LUXRA at the same time of the relevant (balance of the) purchase price and storage charges.

## **11. WARRANTY**

- 11.1. LUXRA, not being the manufacturer of the delivered Products, does not grant (product) warranties. For this purpose, it refers to the factory warranties of the manufacturer of the delivered Products and in the event of a claim under such warranty by Client, LUXRA will support Client (free of obligation and with reference to the aforementioned article 8.6).

## **12. INTELLECTUAL PROPERTY**



- 12.1. In respect of intellectual property rights, LUXRA also accepts no liability for the delivered Products, for example if a product unexpectedly infringes intellectual property rights of a third party.

### **13. APPLICABLE LAW / COMPETENT COURT**

- 13.1. Dutch law applies to all legal relationships between LUXRA and Client.
- 13.2. Disputes arising from the agreement between LUXRA and Client will be settled exclusively by the competent judge of the District Court in Amsterdam (the Netherlands), unless LUXRA, as claimant or requesting party, chooses the competent court of Client's place of residence or place of business.

### **14. DEFINITIONS**

- Agreement: shall mean a signed purchase agreement by, or at the time Client agrees to a quotation.
- Client: shall mean the contracting party which procures products at LUXRA.
- Order: shall mean a written and signed Agreement or other written instructions in the name of the Client.
- Products: shall mean any item or service LUXRA sells or manufactured to serve the Clients' needs.
- Sanctions: shall mean penalties or other means of enforcement used to provide incentives for obedience with the law or other rules and obligations.