

Article 1. Definitions and interpretation

1.1. In these general sales terms, capitalized words shall have the meanings set forth below, unless the context unmistakably indicates otherwise.

Agreement means the written consensus pursuant to which Aces commits to deliver a Product and/or to supply a Service to the Customer, and the Customer commits to receiving that Product and/or Service and paying a remuneration in cash for it.

Article means an article of these general sales terms.

Delivery means putting the Product at the disposal of the Customer, regardless of whether the Customer actually takes delivery of the Product at the time it is made available.

Aces means the private limited liability company incorporated under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), registered in the Dutch trade register under number 09117193.

Customer means any legal entity or private individual that has entered into an Agreement with Aces, or at least intends to do so.

Parties means Aces and the Customer together.

Product means any movable property offered, sold and/or delivered by Aces.

1.2. Where the terms 'written' or 'in writing' are used in these general sales terms, this means in writing on paper, by letter, by e-mail, via Aces' website or by any other electronic means agreed between the Customer and Aces where messages are stored and can be made readable within a reasonable period of time.

1.3. Nouns, pronouns and verbs used in these general sales terms in the singular, shall be deemed to include the plural as well, and vice versa, always to the extent required by the context.

1.4. Terms such as 'including', 'comprising', 'among other things' and 'inter alia' are used in these general sales terms to indicate that the enumeration to which they refer is not exhaustive.

Article 2. General

2.1. These general sales terms are applicable to and form part of all offers, quotes and agreements (including those of purchase and sale, the supply of goods and/or the provision of services) of Aces.

2.2. If a situation arises between the Parties that is not covered by these general sales terms, this situation must be assessed within the spirit of these general terms and conditions.

2.3. If any provision of the contract, or the application thereof to any person or circumstances, to any extent, be invalid or

unenforceable, the remainder of the contract and the application of such provision to persons or circumstances other than those held invalid or unenforceable, shall not be affected.

2.4. The parties shall replace any such provisions with applicable and legally valid provisions which achieve the same purpose as the original purpose of the provisions being replaced.

2.5. Unless otherwise specified, all notices of the Customer regarding the (performance of the) Agreement must be made in writing. Furthermore, any claims for performance and formal notices of default by the Customer must be submitted to Aces by registered letter, specifying the deadline within which Aces is required to perform.

2.6. In the event of any conflict between these general sales terms and any written provisions that are specifically agreed upon by the Parties, the specially agreed written provisions shall prevail.

2.7. If these general terms and conditions have also been drawn up in a language other than English, any (legal) terms used will be interpreted in accordance with their interpretation in the English language and the Dutch law.

Article 3. Formation and content of the Agreement

3.1. The Agreement between Parties will be formed (i) by a written confirmation from the Customer regarding the offer or quotation Aces sent to the Customer, or (ii) by a written order confirmation by Aces in respect of the order placed by Customer, irrespective of whether the offer or quotation and/or order confirmation is duly signed. This also applies to any change or supplement to the Agreement.

3.2. The Products to be supplied will be exclusively defined and agreed in the Agreement. In case of discrepancy between the order – as intended by Customer – and Aces' written order confirmation, the Customer will be bound by Aces' order confirmation unless the Customer submits no later than five (5) days after the date of the order confirmation a written notification to Aces that the order confirmation is not in accordance with the order with proof that Staman was aware of this.

3.3. All of Aces' offers and quotations are non-binding and may be revoked by Aces at any time, even after the offer has been accepted by the Customer.

Article 4. Execution of the Agreement

4.1. The Customer is obliged to provide all necessary cooperation for the correct and timely execution of the Agreement and guarantees the accuracy, completeness and reliability of the data and/or specifications provided by or on behalf of it.

- 4.2. All quantities and weights agreed upon shall be accepted with a tolerance of +/- 10%. Unless an official weighing is expressly required, the weight as determined by Aces shall serve as basis for calculating the price.
- 4.3. Aces has the right to have (part of) the Agreement executed by a third party.

Article 5. Prices and payment

- 5.1. Unless otherwise agreed in writing, prices shall be understood to be in Euro's, exclusive of packaging, and excluding VAT, customs' duties and other taxes, levies or rates.
- 5.2. Prices shall be based on the applicable cost determining factors and rates at the time of conclusion of the Agreement, including foreign currency exchange rates, material prices, wages, freight, customs' duties and other taxes, levies or rates).
- 5.3. Agreed prices may reasonably be unilaterally increased by Aces, if after the conclusion of the Agreement but prior to the Delivery a (price) increase of at least 5% occurs in cost-determining factors.
- 5.4. The Customer is obliged to pay an invoice within thirty (30) days of the invoice date without any deduction, discount or set-off. The Customer is not entitled to invoke suspension with regard to the payment obligation of the invoice. All payment terms are strict deadlines. If the Customer is in default regarding the fulfilment of its obligations under the Agreement all related judicial and extrajudicial costs incurred by Aces shall be payable by the Customer. The extrajudicial collection costs shall in any event amount to 15% of the outstanding sum owed by the Customer, including the interest, subject to a minimum of € 200.
- 5.5. Where any doubt exists with respect to the solvency of Customer, especially where there are arrears in payment, Aces may require that already confirmed orders and further deliveries be made only against prepayment or the deposit of a bank guarantee satisfactory to Aces.
- 5.6. Regardless of the agreed payment term, an invoiced price is immediately due and payable if a circumstance as mentioned in Article 16.1 occurs.

Article 6. Delivery

- 6.1. Unless Aces and the Customer explicitly agreed otherwise on the terms of delivery, Delivery of the Product shall take place under the delivery condition Ex Works (EXW), as referred to in the Incoterms® 2020, at the address Edisonstraat 90 in (6902 PK) Zevenaar, Netherlands. The Customer therefore bears all risks of damage to or loss of the Product from the time of Delivery.
- 6.2. If the Customer wishes to have the Product sent - at his/her own expense and risk - to an address to be specified by the Customer, a surcharge shall apply, to be determined by Aces, for transport, shipping and/or postage costs and any

export and import duties, clearance costs and/or taxes. The costs for packaging of the Product are in this case for the account of Aces. However, Aces will not take back the packaging. For the remainder, the delivery condition Ex Works (EXW), as referred to in the Incoterms® 2020, remains undiminished.

- 6.3. Delivery dates and/or periods are approximate and will be, unless otherwise agreed in writing, not be binding. The Delivery period commences when the order has been received and confirmed by Aces in accordance with Article 3.1 and Aces has received all data required for the execution from Customer. In case of delay, only Customer's written notice thereafter asking for performance within appropriate time shall place Aces in default. If Aces exceeds the delivery or completion time, this shall not entitle the Customer to any form of compensation.
- 6.4. The Customer is obliged to take Delivery of the Products at the moment that they are put at their disposal. If the Customer does not (timely) collect the Product after Delivery or takes Delivery or if the Customer fails to provide the information or instructions that are necessary for the Delivery to be made, the Customer shall be in default. From that moment Aces is entitled to charge a reasonable fee for the return of the Product, including the costs for subsequent storage and handling of the Product. The Products shall be stored at the expense and risk of the Customer.

Article 7. Retention of title

- 7.1. The Products delivered remain the property of Aces and may be demanded back from Customer's costs at any time until the purchase price has been fully paid. If unpaid deliveries by Aces to Customer have been resold by the Customer, the resulting claims take the place of Products delivered.
- 7.2. Customer agrees to execute all documentation and perform all actions required under applicable law to protect the rights of supplier under this section.
- 7.3. The Products supplied by Aces that are covered by the retention of title by virtue of paragraph 1 of this Article may only be sold on as part of normal business operations on condition that the Customer supplies the Products in turn to its client under retention of title. Furthermore, without permission from Aces, the Customer is not authorised to pledge the Products or have any other right attached to them. If third parties wish to attach or invoke any right to the Products supplied under retention of title, the Customer is obliged to notify Aces of this as soon as possible.
- 7.4. If in Customer's country the property may not remain with Aces until the purchase price has been fully paid, Customer will provide other equivalent security on Aces' request.

7.5. If the laws of the jurisdiction where the Products are located from time to time (including any jurisdiction to which the Products are transported) provide for more extensive retention of title rights than set forth in this Article 7, such rights shall be deemed agreed between Aces and Customer for the benefit of Aces. This shall include, without limitation:

- a. retention of title in respect of newly manufactured goods in which the Products have been processed and/or combined or commingled with other goods, such that Aces acquires co-ownership of such goods in proportion to the value of the supplied Products;
- b. retention of title extending to claims arising in favor of Customer from resale or any other disposal of the Products, such claims being automatically assigned and/or pledged to Aces to the extent permitted by applicable law; or
- c. any other security or proprietary rights available under applicable law that serve to extend or reinforce Aces' retention of title rights, including rights over proceeds.

For the avoidance of doubt, if it cannot be objectively determined which extended rights apply, the provisions of this Article 7 shall prevail.

Article 8. Warranty

- 8.1.** Aces warrants to the Customer that each Product will be delivered in accordance with the specifications mentioned in the Agreement, except for minor discrepancies in appearance and characteristics due to the conditions of raw materials and manufacturing. Such warranty shall merely cover first grade Products. Aces provides no warranties in respect of lower grade or special offer Products and any provided samples constitute a non-committal average form of the Products.
- 8.2.** Any advice provided by Aces to Customer are made to the best of its knowledge available at that moment, based on its research work and experience. However, no rights can be derived from such advice. The provided advice is therefore without warranty, non-binding and does not result in the Customer not having to carry out its own tests and trials.
- 8.3.** In case of a breach of the warranty as mentioned in Article 8.1, Aces is solely obliged to replace or repair the relevant Product free of charge or (partially) refund the price charged for it, such at the discretion of Aces. In any event, Customer may not return any Products without Aces' written approval. In case the Products are replaced, the maximum (additional) warranty period shall be no longer than 16 (sixteen) weeks from the date of initial Delivery.
- 8.4.** The Customer cannot claim any warranty:
 - a. When a period of one (1) year has elapsed after Delivery of the Product

- b. If the Customer fails to fulfil any of its material obligation(s) towards Aces under the Agreement;
- c. When the defect of the Product or the delivered works results from inexpert use, insufficient maintenance, normal wear and tear or from acts or omissions of the Customer contrary to ordinary industry practices and conditions, (product) information, (product) advice, (usage and/or processing) regulations and/or (safety) instructions;
- d. If the Customer itself or through third parties has (had) made any adjustments to the Product;
- e. If the Customer has not notified Aces in writing within fourteen (14) days after the discovery of a defect;
- f. if Aces has obtained the Product from a third party and Aces has no (longer) a warranty claim in respect thereof against such third party; and;
- g. if the defect is the result of any change in legislation or regulations after the conclusion of the Agreement concerning the nature or quality of the materials used.

8.5. A breach of any warranty shall not affect the Customer's obligations under the Agreement and/or any previous or future Deliveries, and shall not entitle the Customer to suspend payments to Aces.

Article 9. Acceptance, complaints and returns

- 9.1.** The Client is obliged to inspect any delivered Products on or as soon as possible after Delivery to determine whether those Products comply with the Agreement. During this inspection, the Customer must in any case check for defects such as quality, soundness and completeness.
- 9.2.** If during the inspection described in Article 9.1 the Customer discovers that any delivered Product does not comply with the Agreement, the Customer must immediately discontinue the use and/or sale of such Product. The Customer is then obliged to report the defect(s) in writing to Aces as soon as possible, but no later than fourteen (14) days after the Delivery, specifying (i) the invoice number of the relevant order, (ii) a description of the defect(s) in as much detail as possible, and (iii) if reasonably possible, dated photographs showing the defect.
- 9.3.** To the extent that there is a defect in the Product that could not reasonably have been discovered within the period specified in Article 9.2, it shall be deemed that the Customer should have discovered such defect in any event within eight (8) weeks after Delivery. After the expiry of this period, the Customer shall be deemed to have accepted the Product and to have confirmed that there is no defect. At such moment, the Product can no longer be returned to Aces.
- 9.4.** After the notification referred to in Article 9.2, the Customer is obliged to follow the instructions of Aces and to provide all necessary cooperation for the correct and timely handling of the complaint by Aces.

- 9.5.** If the time limits referred to in Articles 9.2 and 9.3 are exceeded, or if the obligations referred to in Article 9.4 are breached, all rights that may accrue to the Customer shall lapse, including the right to performance and the right to compensation for breach of performance.
- 9.6.** The acceptance or payment of invoices without complaint means that the Customer accepts the Product and confirms that there is no defect in respect thereof. The Product cannot be returned to Aces thereafter.
- 9.7.** Complaints do not suspend the Customer's (payment) obligations under the Agreement.

Article 10. Force majeure

- 10.1.** Aces has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations towards the Customer due to any force majeure. Any agreed Delivery time shall in that case be extended by the time Aces needs to execute the Agreement after the force majeure situation has lapsed. If a failure of Aces to fulfil its obligations is the result of any force majeure, this failure cannot be attributed to Aces.
- 10.2.** In any case, the following circumstances qualify as a force majeure: (i) the circumstance that third parties engaged by Aces, such as suppliers, subcontractors and transporters, or other parties on which it depends, fail to fulfil their obligations or fail to fulfil them on time, (ii) weather conditions and natural disasters, (iii) terrorism, (iv) government measures, (v) outbreak of an epidemic or pandemic, (vi) cybercrime, hacking attacks, ransomware attacks and/or DDOS attacks, (vii) disruption of digital infrastructure, (viii) fire, (ix) power failure, (x) loss, theft or loss of tools, materials or information, (xi) road blocks, strikes or work stoppages, and (xii) import or trade restrictions.
- 10.3.** If the term of Delivery is delayed by more than six months due to force majeure, both Aces and the Customer are entitled to (partially) terminate the Agreement for the part that has not been executed, without Aces and the Customer being mutually bound to any compensation for whatever reason.

Article 11. Liability

- 11.1.** Aces explicitly excludes any liability for direct damages and/or indirect damages (including any consequential damages, trading losses, losses of profits, losses of savings, reduced goodwill and damage due to production or business interruption) caused by Aces, its subordinates, its hired (auxiliary) persons and/or any delivered Products, unless the damages result from intent or deliberate recklessness on the part of Aces.

- 11.2.** In case Aces' liability cannot be excluded, its liability for compensation of damages is in any case limited to once the amount paid on the invoice (excluding VAT) from which the liability derives, or at least in connection with which the liability arose. If such amount exceeds the amount paid out by Aces' liability insurer with regard to the claim (increased with the excess to be borne by Aces), Aces' liability for compensation of damages is in any case limited to the payout it actually received from its insurer.
- 11.3.** The limitations of liability in this Article 11 shall apply per claim, whereby a series of related damaging events shall count as one event, or one claim

Article 12. Intellectual and industrial property rights

- 12.1.** The intellectual and/or industrial property rights on all that Aces provides to the Customer in the execution of the Agreement – in any case including drawings, images, calculations, designs, models, procedures, specifications and compositions – shall remain with Aces, irrespective of whether or not Aces produced or compiled (custom-made) goods on the instructions of the Customer and/or according to specifications provided by the Customer.
- 12.2.** If any intellectual and/or industrial property rights arise in the execution of the Agreement between Aces and the Customer, they shall be vested in Aces. Insofar as the intellectual property rights become vested in the Customer pursuant to any law, the Customer transfers these intellectual property rights to WDT in advance by entering into the Agreement and the Customer shall, insofar as necessary, provide all required cooperation to this transfer. The Customer further grants in advance, upon entering into the Agreement, an irrevocable power of attorney enabling Aces to do all that is necessary to vest the intellectual property rights with it.
- 12.3.** The moment the Customer becomes aware that third parties are infringing Aces' intellectual property rights, the Customer shall notify Aces in writing without delay.

Article 13. Confidentiality and Non-Analyses Agreement

- 13.1.** The Customer shall not in any way disclose to third parties the existence of this agreement, the identity and amounts of the components of the delivered Products, nor any details of which Customer becomes aware when concluding or performing the Agreement and of which Customer knows or can reasonably suspect the confidential nature. The previous sentence does not apply to disclosure that is necessary for the performance of the Agreement or if the Customer is obliged to disclose under any statutory regulation.
- 13.2.** The Customer agrees not to analyse, or have any third party analyse, the Products to determine the identity or amount of any of the components in the Products.

13.3. The Customer agrees not to transfer or otherwise supply the Products or disclose any information related thereto, to any third party without Aces' written consent.

13.4. The Customer agrees to not use the Products, the identity and quantities of the components in the Products, the names associated with the Products, or any other information received from Aces, for the purpose of obtaining patent protection.

Article 14. Penalty clause

14.1. In the event that Customer breaches any of its obligations under Article 12 and/or Article 13 of this Agreement, Customer shall, without any notice of default being required, forfeit to Aces an immediately due and payable penalty of € 5.000 per breach, and, in case of lasting breaches, an additional penalty of € 250 for each day that such breach continues. Without prejudice to the above, Aces shall be entitled to claim full damages with interest and costs in addition to the penalty. A paid or due penalty shall not be deducted from any damages owed, including interest and costs. Customer and Aces explicitly deviate from the provisions of article 92(2) of Book 6 of the Dutch Civil Code.

Article 15. Privacy

15.1. Aces and the Customer shall process the personal data they obtain during the performance of the Agreement in a proper and careful manner, in compliance with applicable legislation. Furthermore, Aces and the Customer shall inform each other within five (5) business days of any request and/or complaint from the supervisory authority or the data subject whose personal data is being processed. Aces and the Customer shall provide each other with all necessary cooperation required to comply with the requests of the data subjects or the supervisory authority.

15.2. The Customer indemnifies Aces against any administrative sanctions, corrective sanctions and punitive sanctions imposed on Aces in the context of processing activities carried out by the Customer in the performance of the Agreement.

Article 16. Termination

16.1. Aces is entitled to terminate the Agreement with immediate effect by means of a written notification to the Customer, without being held to any obligation of undoing and/or compensation of costs or damages, if:

- a. the Customer files for bankruptcy or is declared bankrupt;
- b. the Customer applies for or obtains a (temporary) moratorium;
- c. the Customer submits a (compulsory) settlement to its creditors;

- d. The Customer is placed under a debt rescheduling arrangement (e.g. under the Dutch Natural Persons Debt Rescheduling Act (*Wet Schuldsanering Natuurlijke Personen*));
- e. the Customer is placed under guardianship or administration;
- f. an attachment is levied on (a significant part of) the Customer's goods;
- g. the Customer is dissolved;
- h. the Customer is in default regarding the fulfilment of its obligations under the Agreement;
- i. after the conclusion of the Agreement, Aces becomes aware of any other circumstances which give Aces good reason to fear that the Customer will not fulfil its obligations,

all this without prejudice to Aces' right to claim (additional) damages from the Client and without prejudice to the Client's obligation to pay Aces for the Products already delivered.

Article 17. Place of performance, jurisdiction and applicable law

17.1. The place of jurisdiction for all disputes arising out of or in connection with this contract shall lie with the competent courts at the place of supplier.

17.2. This contract shall be governed by Dutch law without regard to the principles of conflict of laws and to the exclusion of the UN Convention on Contracts for International Sale of Goods.