

Article 1. SCOPE

- 1.1 These terms and conditions apply to and form part of all orders, quotes, offers, agreements and commitments entered into by Calpe under any name, unless Calpe expressly deviates from these terms and conditions in writing.
- 1.2 These terms and conditions use the following definitions: Calpe: the private limited liability company Calpe B.V., with its registered office and place of business in Barneveld, registered with the Chamber of Commerce under number 32086233. Customer: any legal entity or natural person, or group of people or legal entities acting jointly, which enters into or wishes to enter into an agreement with Calpe or to which Calpe makes an offer or delivers products or services, as well as its legal successors. Products: the products delivered or to be delivered by Calpe, in the broadest sense of the word. Agreement: any agreement concluded between Calpe and the purchaser, any amendment or supplement thereto, as well as all actions in preparation for and execution of such an agreement.
- 1.3 Any deviations from these terms and conditions must be agreed upon in writing and signed by Calpe's management.
- 1.4 If, for any reason whatsoever, the court declares one or more provisions inapplicable or invalid, the remaining provisions will remain in full force and the deviating terms and conditions will only apply to the agreement in question with a view to their original intent.
- 1.5 The customer's terms and conditions do not apply unless these they have been accepted by Calpe in writing.

Article 2. Offers/quotes

- 2.1 All offers made by or on behalf of Calpe, including information in any additional enclosures, prices and other conditions, are without obligation and Calpe is not bound by them.
- 2.2 Offers made by Calpe will expire after two weeks, unless otherwise agreed in writing, if the offer has not yet been accepted by the customer at that time.
- 2.3 Orders placed by the customer are irrevocable, unless otherwise agreed at the time of ordering.

Article 3. Agreements

- 3.1 Contracts only become binding by written acceptance signed by Calpe or if Calpe carries out the contract or order.
- 3.2 The contract is deemed to be concluded upon confirmation of the contract by Calpe or when Calpe carries out the contract.
- 3.3 Any subsequent amendments and additions to the contract are only valid if confirmed or implemented by Calpe in writing.
- 3.4 Verbal orders placed by a customer are only binding after written confirmation by the customer or acceptance or execution thereof by Calpe.
- 3.5 A compound quote will not oblige Calpe to perform part of the contract for a corresponding part of the quoted price.
- 3.6 Calpe is not bound by the contents of folders, printed matter, website, etc., unless expressly referred to in the agreement.
- 3.7 Calpe reserves the right, without giving reasons, to reject orders or agreements or to only accept them on the condition that the customer confirms the order in writing in advance and/or that the shipment is paid in advance or in cash on delivery.

Article 4. Execution

- 4.1 Calpe, or third parties engaged by Calpe, will perform the agreement with due care, in accordance with the procedures agreed with the customer and will represent the client's interests to the best of its ability in doing so.
- 4.2 Statements regarding expected performance of products to be delivered by Calpe are entirely without obligation and are only made as non-binding information.
- 4.3 The customer must ensure that the products are used in accordance with the specifications and instructions supplied by Calpe or its supplier or manufacturer.
- 4.4 Calpe can never guarantee that previously delivered goods can be delivered again at a later time, nor can it be held liable in that regard.

Article 5. Prices

- 5.1 Prices quoted by Calpe are based on the prevailing circumstances on the date of the bid, such as cost, purchase and/or dealer prices, exchange rates, freight rates, wages, salaries, government charges, social security charges, transport costs, material prices, etc.
- 5.2 If, between the date of the offer and the date of delivery, one or more of the circumstances mentioned in paragraph 1 change, Calpe reserves the right to increase the price, unless any statutory provision dictates otherwise. In that case, previously quoted prices will immediately lapse.
- 5.3 All prices quoted by or on behalf of Calpe are ex. VAT.
- 5.4 The costs of packaging, transport and on-site delivery designated by the customer are not included in the sale price and are wholly or partially borne by the client, at Calpe's discretion, unless agreed otherwise.
- 5.5 Without prejudice to the provisions of paragraph 2, if government measures are announced which result in a higher cost price for Calpe and which cannot be regarded as normal commercial risk, Calpe reserves the right to add corresponding surcharges to the prices of current orders.

Article 6. Payment and security

- 6.1 The customer must pay the amounts owed to Calpe within 30 days of the invoice date, without suspension, settlement or deduction of any amount, in the manner specified by Calpe.
- 6.2 If the customer fails to pay in full within the period referred to in the previous paragraph, they will be in default without requiring advance notice of default, and will owe Calpe interest of 1.5% per month on the outstanding amount from the due date until the date of payment in full.
- 6.3 Contrary to Section 6:96(4) of the Dutch Civil Code, in the case of customers who are not natural persons acting in the exercise of a profession or business, all collection costs will be borne by the customer. Extrajudicial collection costs are set at 15% of the amount due, with a minimum of €350.
- 6.4 Payments made by the customer will always first be applied to settle any outstanding interest and costs, and then to settle the longest outstanding invoices, even if the customer states that the payment relates to a later invoice.
- 6.5 Without prejudice to the foregoing, Calpe may, when entering into or during the term of a contract, require the customer to provide security (by means of advance payment or otherwise) deemed satisfactory by Calpe for the fulfillment of the obligations that will be borne by the customer under the contract.
- 6.6 In the event of failure by the customer to provide the security required by Calpe as referred to above, in whole or in part, Calpe reserves the right to withdraw from the agreement or to have it dissolved extrajudicially or otherwise, without prejudice to Calpe's right to compensation for damages.
- 6.7 Objections to invoices must be submitted to Calpe in writing within 14 days. Objections do not, in themselves, give the customer the right to wholly or partially suspend its payments.

Article 7. Retention of title

- 7.1 All products delivered by Calpe remain the property of Calpe until the customer has fulfilled all obligations under the agreement, including interest and costs.
- 7.2 The customer is obliged to treat the delivered products with due care and diligence until full payment has been made and there are no further obligations towards Calpe with regard to the delivered products. Only after the entire purchase price and any associated costs have been paid will the buyer be entitled to charge, sell, rent, deliver or hand over the products to third parties in any way whatsoever.
- 7.3 The customer undertakes to, at Calpe's first request, inform parties who wish to lay claim to delivered products that they are not authorised to do so.
- 7.4 The customer hereby unconditionally and irrevocably authorises Calpe or a third party to be designated by Calpe, in all cases in which Calpe wishes to exercise its property rights, to enter all those places where Calpe's property are located at that time and to recover the products there.
- 7.5 If third parties seize products delivered under retention of title or wish to establish or assert rights to them, the customer is obliged to inform Calpe thereof as soon as can reasonably be expected.
- 7.6 In the event of seizure, provisional or permanent suspension of

payment or bankruptcy, the bailiff, the debtor, the administrator and/or the receiver will immediately point out Calpe's (ownership) rights.

Article 8. Delivery and risk

- 8.1 The delivery of sold products takes place from Calpe's warehouse or company, or from its supplier's company and from that moment on, the risk is transferred to the buyer regardless of the actual place of delivery and the transporting party.
- 8.2 The customer is obliged to take delivery of the purchased products when they are delivered or made available in accordance with the agreement. If the purchaser refuses to take delivery or fails to provide information or instructions necessary for delivery, the products will be stored at the customer's risk and expense. In that case, the customer is liable for all additional costs, including storage costs, in any case.
- 8.3 The customer must check the goods upon receipt for correctness of quantities and list any damage or other shortcomings on the transport document.
- 8.4 If an inspection by the customer has been agreed upon for products sold by Calpe, and the customer has not made use of this within fourteen days, the delivered products will be deemed to have been approved and accepted by the customer.
- 8.5 If during an inspection as referred to above, the customer has comments, remarks or objections regarding the delivered products, Calpe will have at least fourteen days to remedy the issues (or have them remedied) before the delivered products can be definitively rejected or refused by the customer.
- 8.6 Calpe will generally not accept returns of goods already ordered or delivered, unless they are defective or the delivery was otherwise incorrect, or if Calpe decides otherwise. Return shipments must be approved and approved by Calpe before the customer can proceed with shipping. Returns of special orders and custom products will not be accepted in any case.

Article 9. Delivery times

- 9.1 Reported delivery times are indicative and informative and Calpe is not bound by them. Delivery times are based on the prevailing circumstances for Calpe at the time of the conclusion of the agreement and the data provided to Calpe by its suppliers, if applicable. Calpe cannot be obliged to carry out the delivery within the delivery time, but will adhere to it as much as possible.
- 9.2 The customer is not entitled to any compensation if the delivery time is not met. In that case, the customer is also not entitled to dissolve the agreement, unless the delivery time is exceeded by so much that the customer cannot reasonably be required to maintain that part of the agreement. In the event that Calpe is in default, the customer is entitled to dissolve the agreement insofar as is strictly necessary, with due observance of the above stipulations. Calpe is entitled to deliver in instalments at any time.
- 9.3 Calpe is entitled to deliver in instalments at any time.

Article 10. Transport

- 10.1 The transport of the sold products always takes place EX Works from Calpe's warehouse or company, unless expressly agreed otherwise in writing.
- 10.2 Unless agreed otherwise, the customer will bear all transport costs.
- 10.3 All risks relating to the transport of sold products are entirely at the customer's risk and expense; Calpe is in no way obliged to compensate the customer for any damage caused to the sold products during transport.
- 10.4 If Calpe has been explicitly agreed in writing between the parties, Calpe will take out transport insurance for the sold products on behalf and at the expense of the customer.

Article 11. Intellectual property

- 11.1 Calpe reserves the rights and powers vested in it by virtue of the copyright and other intellectual property laws. Copyrights, and other intellectual property rights in all equipment, software, supplies, documentation or other materials delivered by Calpe to the customer or made available in any way whatsoever, are vested exclusively in Calpe or its suppliers; the customer will, at most, acquire the rights of use expressly granted by these terms and conditions.
- 11.2 The customer is aware that the products and/or other materials as referred to in paragraph 1 may contain confidential information, unique article numbers and trade secrets belonging to Calpe or its suppliers, and undertakes to keep such data, products and other materials secret and not to disclose or make them available to any third party.
- 11.3 The customer is not permitted to remove, change or modify any trademarks or indication of copyright, trademark, etc. on the products or product packaging, including any indication concerning the confidential nature and secrecy of the software, or to modify or recreate the products in any part thereof.
- 11.4 Calpe is permitted to take technical measures to protect any software used.
- 11.5 Calpe declares that, to the best of its knowledge, the products do not infringe on any third-party intellectual property rights in force in the Netherlands. In the event of a claim of infringement of such rights by third parties, Calpe may, if necessary, replace or modify the product in question or dissolve the contract in whole or in part. The customer only has the right to dissolve the agreement if it cannot reasonably be expected to maintain it.
- 11.6 The customer will immediately inform Calpe of any claim by third parties regarding an infringement of intellectual property rights relating to the products.

Article 12. Complaints and warranty

- 12.1 Calpe will never provide more warranty than the warranty it has obtained from its manufacturer or supplier, if applicable. In that case, the warranty provided by Calpe to the customer concerns a manufacturer's warranty. In this situation, the manufacturer or supplier will remain responsible for the settlement of the complaint or the fulfillment of the warranty, and Calpe's manufacturer or supplier's warranty conditions will apply.
- 12.2 The warranty period commences on the invoice date.
- 12.3 If Calpe complies with the manufacturer or supplier's warranty obligation, it is free to choose whether to remedy the defects in question by repairing or replacing the product or parts thereof free of charge, by accepting a return of the product or by enabling the manufacturer or supplier to fulfil the warranty.
- 12.4 The customer must notify Calpe in writing of any complaints with regard to delivered products within eight days after the defect has been discovered or should have been discovered. The complaint must be described clearly and as accurately as possible.
- 12.5 Complaints do not give the customer the right to wholly or partially suspend its payments.
- 12.6 Any right of action lapses if:
 - the customer makes changes to the delivered goods or has changes made by a third party;
 - the delivered goods are not or have not been used, treated or maintained correctly in accordance with the supplied or applicable manufacturer's instructions or instructions for use, or if they have been used or treated injudiciously in any other way;
 - the delivered goods are or have been used or implemented for purposes other than those intended;
 - the delivered goods are or have been used in a way that Calpe could not reasonably have expected;
 - the customer fails to cooperate sufficiently within a reasonable period to allow an investigation into the merits of the complaint;
 - the goods were not sold by Calpe;
 - the complaints are first expressed after the warranty period has expired or (in the case of non-detectable defects which first appear when the products are implemented, processed or put into use) later than three months after delivery;
 - more than a year has passed since the product was sold or delivered, or after the warranty period if that is different.
- 12.7 Fulfillment of the warranty counts as sole and full compensation. The warranty is explicitly limited to the sold item and does not extend to compensation for damage to people and/or goods claimed by the customer or third parties.
- 12.8 Following a repair or replacement, any replaced parts become Calpe's property, without the customer being entitled to compensation.
- 12.9 If goods offered for repair do not show any defects for which Calpe is responsible, any costs incurred will be borne by the customer,

including during the warranty period.

Article 13. Default, suspension and dissolution by Calpe

- 13.1 Calpe cannot be held liable for any shortcoming in the execution of the agreement if Calpe is not responsible for it or if it cannot be attributed to Calpe by virtue of law, legal act or generally accepted opinion.
- 13.2 In these general terms and conditions, force majeure (or unforeseen circumstances), in addition to what is understood in this respect by law and case law, means all external causes, whether foreseen or unforeseen, over which Calpe has no direct influence, but as a result of which is unable to fulfil its obligations in full or in part (permanently or temporarily), including (but not limited to): war, threat of war, civil war, riots, strikes, pandemics, disease outbreaks (e.g., COVID-19, SARS, avian influenza, Q fever, mad cow disease), worker exclusion, transport difficulties, fire and other serious disturbances on Calpe or its suppliers' premises. This includes labour strikes in Calpe's company. In all these cases, Calpe is entitled, without notice of default and without judicial intervention, to suspend the contract for up to 12 months or to wholly or partially dissolve it, without being obliged to pay any compensation or provide any guarantee and without prejudice to its further rights to suspend or dissolve all other contracts in progress with the customer on equal terms, insofar as they have not yet been performed.
- 13.3 In addition to the possibilities for suspension and whole or partial dissolution referred to in the previous paragraph, Calpe is also entitled to this right in the event of bankruptcy, suspension of payments, full or partial cessation of business or company, liquidation, transfer, death, receivership, if the Statutory Debt Rescheduling Scheme for Natural Persons is declared applicable to the customer and in the event that the client's goods are seized by preservation order or distraint order.

Article 14. Dissolution or termination by the customer

- 14.1 If the customer wishes to wholly or partially dissolve the agreement, it must do so in writing by registered letter.
- 14.2 If the contract is dissolved, terminated or cancelled by the customer for any reason whatsoever (including force majeure or unforeseen circumstances), Calpe is entitled to compensation on account of the resulting and plausible loss of utilisation (including missed profit, in any case)—instead of the claim for fulfillment of the contract to which it is entitled by law—with a view to the underlying facts and circumstances are entirely attributable to Calpe. Furthermore, the customer will still be obliged to pay the invoices for services rendered or deliveries made up to that point.
- 14.3 Without prejudice to the provisions of paragraph 2, Calpe is entitled to claim compensation if the actual damage is greater.

Article 15. Liability

- 15.1 Calpe is not liable for direct or indirect material or immaterial damage suffered by the customer or third parties which is related to a shortcoming on its part or on the part of persons engaged by it in the execution of the agreement, except in the event of intent or gross negligence on Calpe's part.
- 15.2 If, without prejudice to the previous paragraph, Calpe can be held liable, its liability will be limited to the direct damage and to the amount paid out by Calpe's insurer, if applicable.
- 15.3 If the damage is not covered by insurance or if the insurer does not pay out in any case, Calpe's liability will be limited to the direct damage, up to a maximum of the invoice amount (not including VAT).
- 15.4 In any case, compensation will never exceed €10,000.
- 15.5 The customer is not entitled to compensation for any damage resulting from force majeure, suspension or dissolution, as stipulated in these terms and conditions.
- 15.6 If the customer has assigned its claim for damages to an insurance company, the customer will remain obliged to pay to Calpe the VAT on the amount owed to Calpe by the insurance company.
- 15.7 The customer indemnifies Calpe against all damage and legal claims by third parties.
- 15.8 Furthermore, the customer unconditionally indemnifies Calpe against any claim based on product liability.

Article 16. Confidentiality

- 16.1 The customer is obliged to observe confidentiality in respect of all documents and information which it receives from Calpe, subject to a penalty of €50,000 (fifty thousand euros) per violation, without prejudice to Calpe's right to claim full compensation or damages.

Article 17. Transfer of rights and obligations

- 17.1 Calpe is permitted to transfer the rights and obligations described in any agreement with the customer to third parties. In the event that Calpe's obligations are transferred, Calpe will inform the customer in advance insofar as possible. In that case, Calpe will not be obliged to pay any compensation in this respect.
- 17.2 The customer is not entitled to transfer its rights and/or obligations under an agreement to any third party without Calpe's prior written consent.

Article 18. Expiry period

- 18.1 Any right of action and other powers by the customer against Calpe, for whatever reason, will in any event expire if no legal action has been instituted one year after the moment an event occurs that grants the customer the use of these rights and/or powers.

Article 19. Processing of personal data

- 19.1 The customer's personal data stated on the agreement will be processed by Calpe in accordance with the General Data Protection Regulation (GDPR). This processing is necessary for Calpe to carry out the agreement. Calpe has taken adequate measures to protect personal data against loss or unlawful processing.

Article 20. Governing law and competent court

- 20.1 All obligations, however named, are exclusively governed by Dutch law and the District Court of Gelderland, location Arnhem, is competent to hear any disputes, unless any provision of law opposes this. Calpe also has the right to bring a case before the court that is competent according to the law.
- 20.2 The Convention on the International Sale of Goods (Vienna 1980) does not apply.

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