

Article 1 Applicability

- 1.1 These terms and conditions are applied by Sisterna B.V., as well as by all associated enterprises, hereinafter all referred to as “SISTERNA”.
- 1.2 These terms and conditions apply to all offers of and all engagements with SISTERNA.
- 1.3 The applicability of any general terms and conditions used by the Customer is hereby explicitly rejected.
- 1.4 Deviation from these general terms and conditions is only possible by further written agreement.
- 1.5 In the event of a conflict between these general terms and conditions and specially-agreed written provisions, such specially-agreed written provisions prevail over these general terms and conditions.

Article 2 Offers and orders

- 2.1 All offers and quotations are free of obligation, unless otherwise agreed in writing.
- 2.2 In order for an order by Customer to be binding on SISTERNA, this order must be confirmed by SISTERNA in writing. The Customer is however validly bound by an oral order to SISTERNA. Written confirmation shall be deemed to include confirmation by mail and by e-mail, however is not limited to these possibilities. In the absence of a reaction of the Customer within two working days after dispatch by e-mail and within four working days after dispatch by mail, the terms of the agreement, including these general terms and conditions of sale and delivery, will be deemed to be accepted by the Customer. Without prejudice to the above, SISTERNA is entitled to substantiate the formation of an agreement in another way.
- 2.3 SISTERNA reserves the right to require security from the other party before accepting and executing an order.

Article 3 Prices and tariffs

- 3.1 The price of the product and the delivery depends on the applicable Incoterms 2010. Unless otherwise agreed in writing, deliveries shall be made in accordance with the price and delivery costs as mentioned in the offer or the price list, valid on the day of delivery of the product.
- 3.2 SISTERNA shall pass the costs related to the introduction and/or increase of import duties, VAT and other taxes and levies on the product, the requisite raw and/or ancillary materials, the delivery or any other increase of costs occurring after the conclusion of the agreement on to the Customer in full.

Article 4 Payment

- 4.1 Every payment must be effected within the term indicated on the invoice, net and in cash and without the Customer having any entitlement to any discount not explicitly agreed upon nor to the application of a setoff.
- 4.2 If no term is indicated on the invoice, the Customer is obligated to pay the purchase price within 30 days after the invoice date.
- 4.3 As long as previous deliveries have not been paid in full, SISTERNA is entitled, if there is reason to do so in its opinion, to require cash payment or payment in advance, and to suspend further delivery. The Customer is at all times obligated to provide all security deemed necessary by SISTERNA for the payment of Customer’s debts to SISTERNA upon its first request.
- 4.4 Payment is effected when SISTERNA can dispose of the money.
- 4.5 If SISTERNA has not received payment within the term given in paragraph 1 or 2 of this Article, SISTERNA shall, without any requirement of notification of default, charge interest on the basis of the statutory interest, provided that at all times a minimum interest of 7% per year on the outstanding amount will be due. The calculation of the interest shall commence on the first day after the term referred to in paragraph 1 or 2 of this Article has expired.
- 4.6 In case of delivery in instalments or terms the payment conditions are applicable for each part of the delivery.
- 4.7 SISTERNA is entitled to set off any amounts owed by her to Customer with any amount that Customer is owed to SISTERNA or any other group company of SISTERNA.
- 4.8 All costs associated with collection, such as postage, telephone and internal processing fees, as well as all court costs and costs for (extra)judicial legal assistance, including costs not liquidated in court, shall be for the account of the Customer. Extrajudicial costs shall amount to at least EUR 750.

Article 5 Delivery

- 5.1 All delivery terms are estimations.
- 5.2 Unless explicitly agreed otherwise, all deliveries will be made loaded ex works, in accordance with the latest version of the Incoterms, published by the International Chamber of Commerce.
- 5.3 SISTERNA determines the amount of product and the time at which the product is to be delivered, in order to be able to supply in the most economical way, whereby the interests of the Customer shall be taken into account as much as possible.
- 5.4 The amount of delivered product as determined by SISTERNA or a third party designated by SISTERNA at the time the products leaves the factory or the depot shall be binding; the Customer is entitled to have a representative present at the determination of the amount.
- 5.5 Exceeding the delivery time, for whatever reason, does not entitle the Customer to dissolve the agreement, to stop performance of any obligation to SISTERNA entered into or to any damages, unless the Customer proves intent or gross negligence on the part of SISTERNA.
- 5.6 In case the Customer fails to take delivery of the requested amount of products at the agreed time, SISTERNA will be entitled, without any requirement of notification of default, to charge the extra costs to Customer.

Article 6 Retention of title

- 6.1 All products delivered by SISTERNA to the Customer remain the property of SISTERNA until the Customer has performed all its obligations towards SISTERNA regarding the relevant, previous and subsequent similar deliveries, relating to additional work performed or to be performed by SISTERNA, and related to the claims of SISTERNA against the Customer due to default of the Customer in the performance of its obligations towards SISTERNA. Until such time, the Customer holds the products for SISTERNA.
- 6.2 Until that moment Customer is only entitled to transfer or to process the products, in case these acts belong to the normal and regular conduct of its company.
- 6.3 All products held by the Customer which originate from SISTERNA are always deemed to be those listed on the outstanding invoices, at least to the extent that the quantity of products held by the Customer does not exceed the quantities listed on the outstanding invoices as regards type and composition.
- 6.4 SISTERNA is at all times authorised to repossess the said products without prior warning, if a situation occurs as described in Article 12.1. The Customer now grants authority to SISTERNA to that end, including the right to enter the location where the products are stored and to remove the products.

Article 7 Inspection and complaints

- 7.1 Complaints regarding the quantity of products delivered and other defects visible upon delivery must be immediately reported on accompanying documents. Complaints in that regard will not be dealt with if the documents have been signed without further note.
- 7.2 Complaints with regard to defects not visible upon delivery must be reported clearly in writing within 24 hours after discovery. SISTERNA deals with complaints provided the complaint has been made within the minimum shelf life and the product has been stored in the prescribed manner.
- 7.3 Complaints submitted after the terms referred to in paragraphs 1 and 2 will not be dealt with.
- 7.4 Complaints will be dealt with provided the product's nature and/or composition have not been changed after delivery, the products have not been damaged in part or in full and have not been repacked.
- 7.5 Complaints are dealt with provided the product is retained for SISTERNA in accordance with instructions to be given by SISTERNA or returned.
- 7.6 Complaints are not dealt with if they pertain to the utilisation of the product delivered for the purpose for which the Customer wishes to use it, unless the utilisation has been guaranteed by SISTERNA by written agreement.

Article 8 Return consignments

- 8.1 Return consignments are only permitted if SISTERNA has explicitly agreed to that in advance in writing or if such return consignments are performed by or on the instruction of SISTERNA.
- 8.2 Unless agreed otherwise in writing, return consignments are effected for the account and risk of the Customer. If SISTERNA deems the complaint to be founded, SISTERNA shall reimburse the Customer the costs of the return consignment.

Article 9 Packaging

- 9.1 All packaging not intended for single use, containers amongst others, is provided on loan to the Customer. SISTERNA will charge deposit on the packaging, as mentioned in the offer or the pricelist.
- 9.2 Unless the Customer demonstrates otherwise upon receipt, the Customer shall be deemed to have received the packaging in good condition. SISTERNA shall charge the costs of repairing damage to packaging not intended for single use to the Customer. Loss of packaging shall also be charged to the Customer. The packaging shall be deemed lost, in case the Customer has not returned these within three months after receipt.
- 9.3 In all circumstances, the packaging not intended for single use remains the property of SISTERNA. The Customer is not authorised to sell packaging not intended for single use or otherwise have it at its disposal.
- 9.4 The packaging not intended for single use shall be taken back by SISTERNA with the next delivery.
- 9.5 The packaging not intended for single use shall only be taken back against the calculated price in case it is undamaged. Set off of calculated deposit and returned packaging is only allowed after receipt of a credit note from SISTERNA.
- 9.6 The packaging intended for single use is part of the product delivered and shall not be taken back by SISTERNA.

Article 10 Liability

- 10.1 The liability of SISTERNA, regardless of the basis such as attributable shortcoming or wrongful act and therefore also in the case of gross negligence or wilful intent by subordinates of SISTERNA or third parties engaged by SISTERNA for the performance of the agreement, is at all times limited to damage to goods which is the direct result of the fact causing the damage. SISTERNA is therefore not liable for damage as the result of injury or death of persons or consequential damage.
- 10.2 The liability of SISTERNA for damage as referred to in the foregoing paragraph is further limited to the amount for which SISTERNA is insured with regard to the damage occurring. If, as the case arises, it turns out that for whatever reason there is no insurance coverage, the liability of SISTERNA shall be limited to the invoice value of the delivery of which the product that caused the damage formed part.
- 10.3 The Customer shall indemnify SISTERNA against claims of third parties to compensate damage for which SISTERNA is not or could not be liable towards the Customer on the basis of the provision in the previous paragraphs of this Article.
- 10.4 The limitations in the liability of SISTERNA as provided in the previous paragraphs of this Article do not apply in case the damage occurred as a result of gross negligence or wilful intent on the part of SISTERNA or its managerial subordinates.

Article 11 Force majeure

- 11.1 Force majeure entitles SISTERNA, after having notified the Customer in writing, to suspend performance, without the Customer being entitled to damages.
- 11.2 Force majeure includes every circumstance or event that cannot be attributed to SISTERNA, as a result of which performance of an obligation cannot reasonably be required of SISTERNA, as well as to the extent not included, bad harvest, disruptions or interruptions of operations of any nature whatsoever, regardless of the cause, delayed or late delivery by one or more suppliers, impediments to transport of any nature whatsoever, as a result of which the transport to SISTERNA and/or from SISTERNA to the Customer is hampered or impeded, strikes, fire, and defective means of transport.
- 11.3 Bad harvest means the partial or full failure of the harvest of the raw and ancillary materials required by SISTERNA as a result of which SISTERNA cannot dispose of the raw and ancillary materials required by SISTERNA, cannot do so in good time or can only do so under conditions objectionable to SISTERNA.
- 11.4 If the delivery is delayed more than three months as a result of force majeure, both the Customer and SISTERNA shall be authorised to terminate the agreement.
- 11.5 If the force majeure occurs when the agreement has already been executed in part and if the remaining delivery is delayed more than three months, the Customer shall retain that portion of the products delivered and pay the purchase price owed.

Article 12 Termination

- 12.1 Without prejudice to its entitlement to performance and/or damages, SISTERNA shall be authorised, without any compensation being owed to the Customer, to terminate the agreement with the Customer in full or in part without judicial intervention and/or to claim damages, retrieve the goods already delivered and in the case of partial dissolution, to suspend the delivery to the Customer, if the Customer is in breach in any respect of the performance of its obligations, if the Customer ceases operations, applies for suspension of payments, if suspension of payments is requested with regard to the Customer, if the Customer is granted suspension of payments, if the Customer applies for bankruptcy or if bankruptcy is applied for with regard to the Customer, if the Customer is declared bankrupt, if the Customer offers a settlement to its creditors or if other, comparable, circumstances occur.
- 12.2 In the case of termination of the agreement on the basis of one or more of the grounds listed in the previous paragraph, every claim which SISTERNA has against the Customer shall become immediately due and payable.

Article 13 Confidentiality

- 13.1 The Customer shall keep confidential the existence, nature and substance of the agreement, along with other corporate information and shall not disclose or use any information regarding that without the written permission of SISTERNA.

Article 14 Intellectual property rights

- 14.1 The intellectual property rights belonging to SISTERNA shall at all time remain the property of SISTERNA.
- 14.2 Customer is not allowed to change the products delivered in total or in part or to give these a different name or packaging, unless otherwise agreed in writing.

Article 15 Applicable law

- 15.1 All agreements with SISTERNA are exclusively governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention (CISG) (United Nations Convention on Contracts for International Sale of Goods) is explicitly excluded.

Article 16 Disputes

- 16.1 All disputes between the Customer and SISTERNA shall in first instance be adjudicated by the competent court in the district of Breda (The Netherlands), which court shall be exclusively competent.
- 16.2 In deviation from the provision in paragraph 1 of this Article, SISTERNA is at all times authorised to submit a dispute to the Netherlands Arbitration Institute in Rotterdam for adjudication, in accordance with the rules of this Institute.

Article 17 Final provisions

- 17.1 The Dutch language is the authentic language of these terms and conditions.
- 17.2 In the event one or more provisions of these general terms and conditions prove to be entirely or partially non-binding, the remaining provisions of these general terms and conditions remain in force between the parties. SISTERNA reserves the right to replace the non-binding provisions with provisions which are binding and which, in view of the object and purport of these general terms and conditions, deviate as little as possible from the provision being replaced.

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