



Sales and delivery terms and conditions GrassInc. B.V.

Definitions:

- Seller : GrassInc. BV, the user of the general sales and delivery terms and conditions.
Purchaser : The opposite party of the seller, the customer and the principal.
Contract : The contract between purchaser and seller.

Article 1. Relevance

1. These general sales and delivery terms and conditions apply to all offers, quotes and contracts, of whatever name, supplied by the seller, unless otherwise explicitly agreed in writing. In particular, these terms and conditions also apply to the contracts we have entered into for the supply of goods to our purchaser.
2. When in these general sales and delivery terms and conditions the term "purchaser" is used, this refers to any individual who or a legal entity which has signed a contract with us or wishes to enter into a different agreement. And "purchaser" also specifically refers to the person or entity who gave the assignment and at whose cost the goods will be supplied.
3. Deviations from these general sales and delivery terms and conditions are only permitted if this has been explicitly agreed upon in writing.
4. Should the purchaser also refer to their own general terms and conditions, these terms and conditions of the purchaser specifically do not apply and are explicitly excluded. This is different if and insofar as the relevance of the terms and conditions of the purchaser do not conflict with our general sales and delivery terms and conditions. However, if there are conflicts, then only our terms and conditions will apply. Any clause to the contrary in the terms and conditions of the purchaser do not affect the above mentioned.
5. The term "delivery or delivery of goods" in this general sales and delivery terms and conditions refers to the performance of services and labour of any nature.
6. If these general sales en delivery terms and conditions are partially not binding or invalid, both parties remain bound for the remaining part of these terms and conditions. The seller will, in that case, be entitled to replace the invalid or non-binding part by clauses that are valid and binding and which, seeing the content and the extent of these general terms and conditions, will be as similar as possible to those of the invalid or not binding part.
7. If one or more clauses in these general terms and conditions are rendered null and void or have been removed, the other clauses of these general terms and conditions remain valid.

Article 2. Quotes

1. All quotes, in whatever form, are free of obligations, unless a period for acceptance has specifically been stated in the offer. A quote without a term of acceptance is therefore in no way binding. Any order we have been given is seen as an offer, which is considered to have been accepted after written confirmation from us, i.e. an order confirmation, and is subject to these general sales and delivery terms and conditions.
2. Our quotes consist of - in particular in reference to that stated above -: designs, drawings, models, samples, descriptions, images etc., as well as any appendices and documentation related to our quotes. The abovementioned and all the tools required remain our property and must be returned to us at our request, and may not be copied and given to third parties without our express written permission. We also retain any rights pertaining to intellectual and industrial property rights.

Article 3. Contract realisation

1. A contract is first concluded, when we accept an order given to us in writing. An agreement is deemed to have been concluded the moment the order confirmation is sent.
2. The purchaser is bound to his order, given to us in any form, for a period of 14 days after the date stamp of the order or (if the order is given verbally) after giving the order. A statement of the purchaser that he wishes to cancel or amend the order, issued during this period of 14 days, can therefore not prevent the order being concluded based on the original order, if we still accept and/or confirm the order within this period of 14 days.
3. The order confirmation sent by us to the purchaser is deemed to be a full and true reflection of the content of the contract that was concluded. The purchaser is deemed to be in agreement with the content of this order confirmation, unless he indicates in writing within a period of 7 days after the date stamp that he is not in agreement.
4. Any additional agreements and/or promises made and/or concluded by our employees or made on our behalf and/or made by other persons acting as representatives, are only binding if these agreements and/or promises have been confirmed in writing by an authorized manager of our company.
5. If an individual concludes a contract for or for the account of another individual, he will state that he is authorised to do so. This person is, just like the other individual, jointly and severally liable for all the obligations resulting from the agreement.

Article 4. Prices

1. Our prices are stated excluding VAT, legislative levies, and costs for export, handling, freight, administration and packaging, unless otherwise explicitly agreed upon in writing.

2. The prices included in the quotes, contracts and order confirmations are based on the current cost factors, such as exchange rates, manufacturer's prices, raw materials and materials prices, wages and transport costs, insurance premiums, taxes, import duties and other levies from the government at the time the contract was concluded.

3. We retain the right to recharge any increase of one or more of these cost factors to the purchaser, should these costs have increased after the date the contract was concluded, but before the date of supply. We are also entitled to cancel the contract in whole or in part in such a case, without any legal intervention being required. This last entitlement is also given to the purchaser, however only if we have concluded that the changes will result in an increase of the price stated on the order confirmation within a period of 3 months after concluding the contract. Should the purchaser utilise this right,

the purchaser must send us a letter by registered mail for the cancellation of the contract, within a period of 5 days after receipt of the notification in question.

Article 5. Delivery and supply periods

1. The supply periods commence on the date the contract was concluded, provided we possess all the information needed for the execution of the order. The supply periods will never be considered a final date, but only an indication of the supply period, unless otherwise explicitly agreed upon in an individual agreement. We therefore must be declared in default, in writing, should the delivery not be within the period stated. If - in deviation of the abovementioned - the individual contract explicitly states a penalty fee that has been agreed for exceeding the delivery time, this is not payable if this was due to force majeure as meant in Article 10 of these general terms and conditions.

2. Unless the order confirmation states the opposite, the delivery of the goods will be at our warehouse. We will also supply to the warehouse for foreign purchasers, unless otherwise agreed. Further transport of the goods is for the account and risk of the purchasers. Customs clearance is arranged by us, but is payable by the purchaser.

3. Unless the purchasers arrange for a shipping agent for the goods we send, we will arrange a shipping agent we deem suitable, for the account and risk of the purchaser.

4. Should the purchaser request a delivery other than that was is arranged normally, we are entitled to invoice the purchaser any additional costs incurred as a result of this arrangement.

5. If the delivery is done in parts, we are entitled to consider each delivery as a separate transaction.

6. The purchaser must collect the purchased goods within the time specified. If the purchaser is in default, we are entitled, based on Article 6:60 of the Dutch Civil Code, to request a competent court to relieve us of our agreement for the supply of the agreed upon goods, or to claim payment of the purchase price of the part that was not accepted without issuing a prior proof of default. If the purchaser does not

meet its payment obligations, we are entitled to declare the contract null and void without legal intervention. If the purchaser remains in default in accordance with what is stated above, the goods are deemed to have been delivered and the goods will be stored at the account and risk of the purchaser at a fee to cover the costs of storage.

7. If the delivery is made by the seller, the purchaser is obliged to ensure that the seller has easy access to the delivery address. Should circumstances occur, causing the delivery address to be inaccessible on the planned date, the purchaser must inform the seller thereof well in time before the delivery. The seller retains the right to postpone or delay the deliveries if it becomes apparent that the delivery address is not easily accessible. Any additional costs made by the seller for these special circumstances are payable by the purchaser.

Article 6. Advertising by the purchaser

1. The purchaser answers for and is responsible for the correctness and completeness of the data he supplied to us. The purchaser must take into account the usual margin of error and minor adjustments of the goods supplied by us stated in the order, or the documentation pertaining to it, pursuant to article 2 section 2, in respect of the data provided by us, measurements, colour retention etc. In particular, the deviations apply to the quantity stated in the contract; the purchaser must also take into account the usual margins here. The goods supplied by us may deviate from the description stated in the order if and insofar as it concerns minor size differences, differences in quantity and minor adjustments and improvement

2. Complaints of the purchaser, concerning matters where the fault is clearly visible, must be brought to our attention by the purchaser within 5 days after delivery or within 5 days after the date of the invoice if the goods could not be delivered to the purchaser. This must be done by registered letter in which a clear and precise description is given of the nature of the complaint and the invoice number relating to the goods in question. The purchaser must perform a careful, complete and timely inspection.

3. Faults that were not clearly visible at the date of delivery, nor become visible after a careful and timely inspection, must be reported by the purchaser within 5 days after these faults were determined, in the manner stated above in section 2.

4. Any right for claims by the purchaser may have against us in respect of the faults of the goods supplied by us become null and void if:

a. we were not notified within the period stated in section 2 and section 3 above and/or were not notified in the way indicated by us;

b. the purchaser provides no/insufficient cooperation in the investigation into the validity of the complaints;

c. the purchaser did not place, treat, use, store or maintain the goods correctly or has used them under circumstances or for purposes other than the purpose stated by us;

d. the goods continue to be used in the manner that led to the complaint of the purchaser;

e. the warranty period stated in the individual contract has lapsed or, if such a period is lacking,

we are informed of the complaints after more than 12 months have passed since the date of delivery.

5. Any disputes concerning the quality of the goods supplied by us will be settled legally by a reputable firm.

6. If the above mentioned is objected to within the period specified, the purchaser remains obligated to collect and pay the purchased goods. If the purchaser wishes to return the faulty goods, this must be done by first obtaining the written permission of the seller and then sending the goods, at the expense of the seller, in their original packaging in the manner indicated by the seller.

7. Making objections must always be done before the goods are processed or cut. If the goods have already been, partially or completely, processed or cut, the right to object is cancelled and the goods are deemed to be accepted.

Article 7. Liability

1. Only if the guarantee obligations were not carried by third parties, such as manufacturers, is the purchaser entitled to claim a guarantee. Our liability is in that case limited to the faults that are caused by manufacturing faults.

2. In case of reclamation, and if the claim in respect of the quality is substantiated and the liability as referred to in section

1 exists, this will only lead to one of the following options, at our discretion:

a. (free) repair of the faults;

b. supply of replacement goods or parts, after receipt of the faulty goods or parts;

c. repayment of the received purchase price/credit invoice for the invoice sent to the purchaser with a cancellation of the contract without legal intervention, everything in relation to the purchase price

the invoice and the agreement relating to the faulty goods supplied;

d. compensation in another form than those stated above, to be determined in deliberation with the purchaser.

3. If the purchaser has performed or has had performed any repairs or adjustments to the goods without first obtaining, in writing, the express permission of the seller, all warranty obligations become null and void.

4. Except any obligations in respect of the abovementioned, we are never liable to pay any damages to the purchaser and other parties, unless it concerns gross misconduct or fault on our part (to be legally proven by the person holding us liable), the purchased goods must be collected within the agreed upon period of time.

We are, in particular, never liable for any consequential, company, direct or indirect damages, profits under any name, damages resulting from standstill, suffered by the principal, their subjects or any third party working on their behalf, by the complete or partial (re-)delivery of goods, delayed or improper delivery, or the delivery not being made at all, or by the goods themselves.

5. The purchaser is not entitled to return the goods for which no motivated reclamation has been provided. However, should this still be done, then all costs in respect of the returning of the goods are payable by the purchaser. We are, in such an event, free to store the goods of the purchaser at a third party site at the account and risk of the purchaser.

6. The purchaser indemnifies us against all claims third parties may make in respect of the execution of the contract, for as far as it is not contrary to legislation that the damages and costs resulting from these resulting claims are payable by the purchaser.

Article 8. Ownership reservation and guarantee

1. Goods supplied by us are owned by us until the moment we receive the full payment from the purchaser of all that is owed to us in respect of, linked to, or resulting from the goods supplied by us. If we deem it necessary, we retain the right to request guarantee from the purchaser in respect of their obligations.

2. The purchaser is not entitled to give goods that have not been paid in pledge or to apply right of lien without property or any other business or personal right for the benefit of a third party.

3. Notwithstanding what has been stated in this article above, the purchaser is permitted to sell goods to third parties, but only as part of its normal business operations. As such, the purchaser must directly pay us the money they obtained from the sale, or, if it was not paid for in cash, immediately transfer the claim received to us.

4. If, as a result of the adjustment or processing by the purchaser, our property right on the goods supplied by us are lost, the purchaser must immediately place a right of lien on the goods resulting from the adjustment and processing of the goods.

5. We are at all times entitled to retrieve the goods that are located at the purchaser's or third party premises, but are still our property, if we can reasonably assume that there is a real possibility that the purchaser cannot meet their obligations. The abovementioned does not affect our general legal rights: in particular, we retain the right to claim damages from the purchaser after reclaiming the goods.

6. The purchaser is obligated to insure against the risk of fire and theft in respect of the unpaid goods against the sale value, and to provide proof of this insurance at our request.

7. The goods supplied by the seller that are part of the first section of this article pursuant to the retaining of ownership, are only allowed to be resold as part of normal business operations and may never be used as currency.

Article 9. Payment

1. Payments must be made in Euros, unless otherwise agreed, without any deduction or discount, in cash at our location or by transferring money into a bank account designated by us, in both cases immediately after delivery of the goods supplied, but no later than 14 days after the date of the invoice, unless otherwise explicitly agreed upon in writing. When payment is made by bank or giro transfer, the date of crediting as stated on our bank statement is considered the date of payment.

2. If the purchaser does not make the (full) payment in time, he is declared in default without requiring a proof of default. As such, we are entitled, if and for as far as a sufficient nexus exists with the default of the purchaser, to postpone all our contracts with the purchaser, notwithstanding our rights arising from common law.

3. We are also entitled to request payment in cash or to request a guarantee for the timely payment of the goods that are still to be supplied. We are also entitled to cancel the contract without legal intervention, whereby the purchaser is still obligated to return the goods supplied, or to cancel the obligation in any other way of our performance, notwithstanding our right to claim damages. If the purchaser remains in default of a timely payment, he will pay us or the credit insurer of the seller, without any further notification on our part, a monthly legal interest of 2% as of the final date up to the date the full payment has been received, calculated over the unpaid amount, whereby the interest is immediately payable without requiring further proof of default.

4. All the costs incurred for the collection of the invoiced amounts, including the non-judicial collection costs are payable by the purchaser (debtor). The non-judicial collection costs are at least 15% of the main sum with a minimum of € 50.00 all excluding VAT. Moreover, all the negative consequences of exchange rate

loss or other losses resulting from the late payment or non-payment are payable by the purchaser, even if the purchaser had met their payment obligations in time as stated in the legislation of the country of the purchaser, but circumstances and measures beyond their control caused the transfer to be made in such a way that it had negative consequences for us.

5. Payments will, pursuant to Article 6:44 of the Dutch Civil Code, first be deducted from the costs as meant in section 3, then from the interest and finally deducted from the main sum and the current interest.

6. If the financial position of the purchaser significantly deteriorates after the contract has been concluded, but before the supply of the goods, we are entitled to the full or partial cancellation of further execution of the contract, or to order an amendment of the payment terms and conditions.

7. The seller can transfer their claims resulting from all transactions to a credit insurer of their choice.

Article 10. Force majeure

Force majeure is any circumstance beyond our control being of such a nature that upholding the contract cannot reasonably be expected of us, i.e. non-attributable shortcomings in upholding the contract. Force majeure includes: war, riots and any type of hostility, blockade, boycott, natural disasters, epidemics, shortages or lack of raw materials, delays or the lack of means of transportation, disturbances in our company and/or our suppliers, import and export limitations or embargoes, limitations caused by measures, legislation or decrees by the government at the international, national or regional level. If, due to force majeure, we cannot provide a sufficient or timely full or partial delivery of the goods, we are entitled to consider the part of the contract that has not been executed at that time, to be cancelled, or to postpone the order for a definite or indefinite period of time. In the event of force majeure, the purchaser cannot claim damages from us.

Article 11. Applicable law

Solely Dutch law, with the exception of the Vienna Convention, governs our quotes and the contracts we have concluded.

Article 12. Settlement of disputes

All disputes, of whatever nature, in connection with or resulting from the contracts we have concluded and the deliveries made by us are to be judged by the competent court in the Netherlands.