

GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT

NOUVION B.V. referred to below as: "Nouvion", Koperslagerstraat 13, 5405 BS Uden

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ARTICLE 1: DEFINITIONS

In these General Conditions the following definitions apply:

- **Agreement:** any obligations between Nouvion and Contracting Party under which Nouvion supplies Goods to Contracting Party.
- **Cancellation:** the written statement that the Agreement or part thereof will not be used or will not be performed.
- **Contracting Party:** the (legal) entity to which the offer of Nouvion is addressed, with which Nouvion has concluded an Agreement or for which the (legal) act is or will be performed.
- **GDPR:** Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the Act providing regulations for the implementation of Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Dutch GDPR Implementation Act);
- **General Conditions:** The present General Conditions, regardless the form in which they are made known (on paper or electronically, for example by the Nouvion website).
- **Goods:** any objects that are the object of an Agreement with Nouvion.
- **Nouvion:** the enterprise registered in the Trade Register under the name Nouvion and number 17113640.
- **Parties:** Nouvion and Contracting Party.
- **Personal Data:** any information relating to an identified or identifiable natural person. An identifiable person is considered a person who can be identified, directly or indirectly.
- **Security Breach:** a (presumed) breach of security which may lead to the intended or unintended destruction, loss, alteration or unauthorized disclosure of or unauthorized access to Personal Data transmitted, stored or otherwise processed.

ARTICLE 2: APPLICABILITY

- 2.1. These General Conditions apply to and are part of any negotiations, offers, price quotations, Agreements and any other (legal) acts, irrespective whether they have been carried out or made orally, in writing, in electronic or any other form, with respect to the delivery of Goods for Contracting Party by Nouvion.
- 2.2. Deviations from the General Conditions and the Agreement are valid only if they have been expressly confirmed by the management of Nouvion. In case of deviation from one or more provisions of the General Conditions and/or if Nouvion performs any deviations from the General Conditions and/or the Agreement, the remaining conditions shall remain in full force and effect.
- 2.3. Nouvion expressly rejects the applicability of any general conditions of Contracting Party. In case Contracting Party uses General Conditions that (may) apply to the Agreement the General Conditions of Nouvion shall prevail, also in case the conditions of Contracting Party would contain a similar provision. Any Agreement is concluded by Nouvion subject to the condition that Nouvion has the right of suspension and/or termination within eight days after the general conditions of Contracting Party have become known to Nouvion, in case the General Conditions of Nouvion would not apply, without liability for damages towards Contracting Party.
- 2.4. The General Conditions also apply to Goods or part thereof, which Nouvion has obtained from third parties and has supplied to Contracting Party, in a processed form or otherwise, and to Goods that have been provided to Contracting Party by third parties as instructed by Nouvion in performance of the Agreement.
- 2.5. Contracting Party unconditionally accepts the applicability of these General Conditions, also for any future Agreements and offers.
- 2.6. Nouvion is entitled to amend the General Terms and Conditions unilaterally. Upon amendment, the new General Terms and Conditions will form part of every Contract unless the Other Party informs Nouvion in writing within ten (10) days of receipt or notification that it does not agree to the new (amended) General Terms and Conditions.
- 2.7. In case of conflict between provisions of the Agreement and the General Conditions the provisions of the Agreement shall prevail.

- 2.8. In case any provision of these General Conditions is void or declared invalid, the remaining provisions shall remain in full force and effect. In that case the Parties will consult each other in order to agree new provisions to replace the void or invalid provisions, taking into account the purpose and tenure of the void or invalid provisions to the extent as possible.
- 2.9. In case of any differences between the Dutch text of the General Conditions and any translations thereof the Dutch text shall prevail.

ARTICLE 3: OFFERS

- 3.1. All offers are valid until 14 days of the date of the offer, unless a different time has been specified in the offer. Nevertheless Nouvion has the right to withdraw its offer as long as Contracting Party has not accepted the offer.
- 3.2. In case of a combined offer Nouvion is not obliged to supply part of the Goods contained in the offer at a proportionate part of the price quoted for the entire order.
- 3.3. Offers only concern those quantities and those Goods referred to in the offer and shall not apply to subsequent deliveries or new orders.
- 3.4. Illustrations, dimensions, weights, colours, technical information and such in brochures, offers and Agreements must be interpreted in such a way that Contracting Party is to take into account any deviations which do not exceed customary limits (Cf. the articles 8 and 20 also).

ARTICLE 4: CONCLUSION OF AGREEMENTS AND CONFIRMATION

- 4.1. An Agreement is concluded by means of the written acceptance by Contracting Party during the acceptance term stated in the offer, or by performance of services or the Agreement by Nouvion.
- 4.2. The invoice is considered a written order confirmation by Nouvion in case a written confirmation of the definite Agreement has not been provided prior to that.
- 4.3. Agreements concluded by the agency of representatives/agents of Nouvion shall not be binding on Nouvion until after they have been confirmed in writing by the management of Nouvion or after Nouvion has commenced performance of the Agreement.

ARTICLE 5: CANCELLATION

- 5.1. The Other Party may cancel free of charge within five working days of receiving of the order confirmation. After this period, cancellation is only allowed with Nouvion's express written consent.
- 5.2. In case cancellation on the part of Contracting Party is accepted by Nouvion, Nouvion has the right to attach conditions to said acceptance, such as payment of part of the amount of the Agreement, even if no damage was caused to Nouvion.
- 5.3. If the cancellation involves a partial amendment of the Contract, the Other Party will owe Nouvion compensation equal to 15% of the amount of the relevant Contract (or 15% of the 'order amount'). If the cancellation relates to the entire Contract in question, the Other Party will owe Nouvion compensation equal to 30% of the amount of the Contract (or 30% of the 'order amount').

ARTICLE 6: TERMINATION

In case Contracting Party does not, not properly or not in a timely manner comply with any of its obligations resulting from the Agreement, and also in case of late payment, suspension of payment, (application of) suspension of payment, (petition for) bankruptcy, application of a debt restructuring scheme or if an administrator has been appointed over Contracting Party or in case of liquidation of the enterprise of Contracting Party, Nouvion has the right to terminate the Agreement or part thereof, as well as any other Agreements that have not been performed, without notice of default and/or intervention of a court of law being required, without ensuing liability for damages on the part of Nouvion.

ARTICLE 7: PRICES

- 7.1. Unless expressly stated otherwise prices are expressed in euro. In case prices are expressed in foreign currency and the counter value is expressed in euro, this counter value will be approximate only.
- 7.2. Unless expressly stated otherwise, prices are expressed:
 - exclusive of VAT;
 - on the basis of minimum quantities determined by Nouvion;
 - Ex Works (in accordance with Incoterms 2020), unless otherwise stated in the order confirmation;
 - exclusive of import and export duties and any other levies by government entities;
 - exclusive of costs of insurance;

- exclusive of disposal charge;
 - exclusive of environment levies or environment charges that are or have been levied by government entities;
 - exclusive of costs of quality checks.
- 7.3 In case one of the cost price determining factors of a Good changes in the time between the date of the offer and the date of delivery, Nouvion has the right to change the price agreed accordingly, irrespective whether the increase of the cost price could or could not have been foreseen at the time of the offer or confirmation. In case the price increase exceeds 10%, Contracting Party has the right to terminate the Agreement without ensuing liability for damages of the Parties towards each other.
- 7.4 Price changes due to exchange rate fluctuations and changes of the exchange rates between Euro and other currencies, in case any payment in connection with the delivery must be carried out in a different currency than Euro, are borne by Contracting Party in case these changes exceed 5% of the exchange rate that applied on the date of conclusion of the Agreement.

ARTICLE 8: QUANTITIES / DIMENSIONS

- 8.1. The quantities ordered by Contracting Party will be adapted by Nouvion to the minimum quantities / dimensions used by Nouvion.
- 8.2. The quantities and dimensions referred to in the Agreement are stated as accurately as possible, and Nouvion is allowed to deviate from the quantities and dimensions stated or agreed. The extent of the permissible deviation has been provided by article 20 of these General Conditions.
- 8.3. The quantities delivered are stated on the delivery bill.
- 8.4. In case Contracting Party does not notify Nouvion in writing of any objections against the quantities referred to in the delivery bill within 24 hours of delivery, the quantities stated in the delivery bill will be deemed to correctly reflect the Goods delivered.
- 8.5. Unless expressly stated otherwise all dimensions are approximate.
- 8.6. In case specified dimensions are changed by Contracting Party after conclusion of the Agreement this may result in costs in connection with said change, which costs are or may be changed to Contracting Party.
- 8.7. Contracting Party accepts that the indicative time of delivery of the Agreement can be affected, when Parties change the details of the Agreement and/or the activities to be performed by Nouvion or third parties.
- 8.8. When Parties agree on changing the (first/ original) Agreement, the extra costs relating these changes/ alterations will be paid by Contracting Party.

ARTICLE 9: DELIVERY

- 9.1. The time of delivery commences on the day at which the written order confirmation has been dated or (failing a written order confirmation) on the day at which Contracting Party provides Nouvion with a written request for delivery at a certain date. The time of delivery does not commence until after Contracting Party has provided Nouvion with any information, documentation and materials to be processed, necessary for the performance of the Agreement.
- 9.2. The times of delivery stated by Nouvion are always indications and are never final deadlines.
- 9.3. Non-observance of a time of delivery does not entitle Contracting Party to terminate the Agreement, unless the non-observance is unacceptable according to standards of reasonableness and fairness and Contracting Party cannot be reasonably required to maintain the Agreement. That is the case if delivery has not taken place more than thirty days after the time of delivery. In case Contracting Party terminates the Agreement on account of an unacceptable non-observance of the time of delivery, that termination does not result in an obligation for Nouvion to compensate any damage.
- 9.4. The place of delivery is stated on the order confirmation.
- 9.5. Any part deliveries are considered separate deliveries and will be handled as such, with all legal consequences in connection with that.
- 9.6. Nouvion has the right to deliver Goods in parts. In case Goods are delivered in parts, Nouvion is entitled to invoice each part separately.
- 9.7. In case Contracting Party informs Nouvion prior to delivery that it wishes to receive the Goods at a different location than the location agreed, Nouvion will - if possible - comply with that. In case compliance with that request will result in additional costs, Contracting Party is obliged to pay said additional costs to Nouvion.
- 9.8. Contracting Party is required to return any customs documents to the proper authorities in a timely manner, failing which any additional costs caused by this shall be borne by Contracting Party.

ARTICLE 10: TRANSPORT

- 10.1. In case Nouvion sees to transport of the Goods this will take place at the risk and for account of Contracting Party and in the way to be determined by Nouvion.
- 10.2. Except in those cases in which the transport of Goods is not carried out by Nouvion, the General Transport Conditions ("Algemene Vervoerscondities", AVC) or the "CMR" Conditions as they are used in the transport industry apply to the transport of Goods. On international transport other than applicable under the "CMR" Conditions, Delivery at Place (DAP) Incoterms 2020 is applicable, unless Parties agreed otherwise.
- 10.3. Contracting Party is required to see to adequate insurance for the transport of Goods.
- 10.4. In case Parties have agreed that Nouvion is to deliver Goods at a certain location and if it appears, on delivery, that delivery at said location is not possible, any additional costs caused by that, such as - but not limited to - storage, transport and hours, shall be borne by Contracting Party.
- 10.5. In case delivery takes place "Delivered at Place" in accordance with Incoterms 2020, Contracting Party is obliged to take delivery of the Goods at said place and will see to unloading of the Goods. In case Contracting Party fails to do so any costs caused by that shall be charged to Contracting Party.

ARTICLE 11: PACKAGING MATERIALS

In case Nouvion is obliged by or on behalf of the authorities to take back any supplied packing or packaging materials used for delivery to Contracting Party, any additional costs, including any costs of disposal, shall be borne by Contracting Party.

ARTICLE 12: STORAGE

- 12.1. If Items cannot be delivered at the agreed time as a result of the Other Party's actions, Nouvion will store these Items for a limited period at the Other Party's expense and risk. The costs incurred for this (at least equal to 0.5% of the order amount per calendar month, with part of a calendar month being deemed to be a whole calendar month) will be borne by the Other Party and Nouvion will invoice them every quarter.
- 12.2. At the start of the Contract, the Parties may also agree that the Items will be stored in Nouvion's warehouse. In that case, Nouvion will always be entitled to invoice the Items immediately and in full. These Items will be available to the Other Party on demand. If the Other Party makes use of this option, a separate call-off order agreement may be concluded.

ARTICLE 13: RESERVATION OF TITLE

- 13.1. Any Goods supplied to Contracting Party by Nouvion shall remain the property of Nouvion until Contracting Party has settled any and all obligations towards Nouvion, however caused, increased by interest and costs, and any additional claims.
- 13.2. Contracting Party is prohibited from selling, leasing, pledging, processing or in any other way encumbering or giving up control of the Goods supplied subject to reservation of title or goods produced from said Goods, unless required as part of normal business operations of Contracting Party. In case Contracting Party processes the Goods supplied subject to reservation of title in any way as part of its normal business operations, Contracting Party shall do so as if this were done on behalf of Nouvion. If the goods are processed together with other goods that are not the property of Nouvion, Nouvion shall obtain the co-ownership of the new goods, proportionately to the value of the Goods of Nouvion that have been processed into the newly produced Good.
- 13.3. Contracting Party now and for henceforth gives its unconditional and irrevocable permission to Nouvion or a third party instructed by Nouvion to - in those cases in which Nouvion wishes to exercise its ownership rights - access any locations at which the property of Nouvion is or may be located and to take possession of said Goods. In case Nouvion decides not to exercise its ownership rights, for instance because the Goods concerned are customer-specific goods, this does not in any way release Contracting Party from any payment obligations, obligations to pay damages and/or any other obligations.
- 13.4. The costs in connection with repossession shall be charged to Contracting Party. In case of repossession the value of the Goods as determined during repossession shall be credited. This determination or valuation is strictly reserved to Nouvion and/or a third party engaged by Nouvion.
- 13.5. In case third parties pledge the Goods supplied subject to reservation of title or wish to establish or execute any rights in these Goods, Contracting Party is obliged to notify Nouvion of this in writing as soon as possible as may be reasonably expected but in any case no later than 24 hours after the pledge and/or establishment of said rights.

- 13.6. In case Contracting Party produces a new good or causes to produce a new good from the Goods of Nouvion supplied subject to reservation of title, Contracting Party shall act during the production of said good as it were produced on behalf of Nouvion, and Contracting Party shall hold said good on behalf of Nouvion. Contracting Party will not become its owner until after the time at which the reservation of title is cancelled because any claims, however caused, have been paid to Nouvion. Contracting Party undertakes to insure and keep insured the Goods subject to reservation of title against fire, explosion and water damage as well as theft, damages and similar risks, and to make the policy of this insurance available to Nouvion for inspection upon request.
- 13.7. Contracting Party is obliged to exercise due care while holding the Goods subject to reservation of title.
- 13.8. Any costs in connection with the establishment and/or exercise of any acts required in connection with the reservation of title and any other provision of securities shall be borne by Contracting Party.
- 13.9. To the extent that Nouvion should have any other claims against Contracting Party and Nouvion has supplied to Contracting Party Goods that are not subject to reservation of title, Contracting Party will establish a non-possessory pledge on these Goods by way of security for the fulfilment of its obligations to Nouvion; Nouvion accepts this non-possessory pledge. This non-possessory pledge is also established on the claims of debtors of Contracting Party in case they purchase from Contracting Party Goods subject to reservation of title of Nouvion. Contracting Party shall upon request of Nouvion sign a deed establishing this right of pledge. Contracting Party shall guarantee that it is authorized to pledge these claims and/or Goods and that the claims and/or Goods are not encumbered by any rights of pledge and/or limited rights, except the rights of Nouvion.
- 13.10. For deliveries in Germany or to German Contracting Parties the following provisions apply:

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die Nouvion aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Das Eigentum von Nouvion erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für Nouvion her und verwahrt sie für Nouvion. Hieraus erwachsen ihm keine Ansprüche gegen Nouvion.

Bei einer Verarbeitung Nouvions Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben Parteien zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache, wobei Nouvions Miteigentumsanteil dem Verhältnis des Rechnungswertes Nouvions Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren entspricht.

Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus Nouvions gegenwärtigen und künftigen Warenlieferungen mit amtlichen Nebenrechten im Umfang Nouvions Eigentumsanteils zur Sicherung an Nouvion ab.

Bei Verarbeitung im Rahmen eines Werksvertrags wird die Werklohnforderung in Höhe des anteiligen Betrags der Rechnung von Nouvion für die mitverarbeitete Vorbehaltsware schon jetzt an Nouvion abgetreten.

Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an Nouvion ordnungsgemäß nachkommt, darf er über die in Nouvions Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an Nouvions abgetretenen Forderungen selbst einziehen.

Bei Zahlungsverzug oder begründetem Zweifel an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers ist Nouvion berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.

Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

ARTICLE 14: COMPLAINTS

- 14.1. Contracting Party is obliged to inspect or order the inspection of the Goods immediately on delivery. The inspection to be carried out must be thorough and must cover quantity, any damage caused during transport, and visible defects of the Goods, for instance with respect to the type of Good or its quality. Complaints referred to in this paragraph of this article must be reported to Nouvion by Contracting Party in writing and within 24 hours after delivery.
- 14.2. Visible shortages/defects and/or damage must be reported on the consignment note or delivery note by Contracting Party immediately on delivery.
- 14.3. In case of complaints because the Goods would not meet the agreed quality requirements or the requirements that apply to the Goods for normal use and/or commercial purposes, these complaints - subject to the provision of article 8 - must be reported to Nouvion in writing by Contracting Party within three days after delivery or within three days after the defect in the goods should reasonably have been detected but no later than three months after delivery.
- 14.4. In case no remark about any damaged Goods, packaging and/or packaging materials has been made on the consignment note or delivery note by Contracting Party on receipt of the Goods, this will be full proof of the fact that Contracting Party has received the Goods in a sound and undamaged condition during delivery.
- 14.5. The mere fact that a complaint is looked into does not imply that Nouvion would acknowledge any liability.
- 14.6. Complaints must at least contain a detailed and accurate description and clear visual material (photo/video) of the defect and they must also state further details that make it possible to conclude that the Items delivered are identical to those rejected by the Other Party.
- 14.7. The Goods to which the complaints apply must be held available for examination / inspection by Nouvion in the condition that existed at the time at which the defects were established and may not be destroyed or resold, unless Nouvion has expressly approved of this in writing. In case it is impossible to keep the Goods available, Contracting Party must record the situation at the time of delivery by means of images (photo/video) and provide these recorded images to Nouvion. Nouvion will then inform Contracting Party whether these images are sufficient proof for the verification of the complaint.
- 14.8. In case the complaints concern part of the Goods supplied, this cannot lead to rejection of the entire delivery, unless in that case the entire delivery should be reasonably deemed unusable.
- 14.9. In case Contracting Party has submitted a complaint in writing in a timely manner, stating the reasons of said complaint, which complaint meets these provisions, Nouvion may instruct an external expert to inspect the Good/Goods, if possible. The result of this inspection will be binding upon the Parties.
- 14.10. In case an inspection in accordance with article 14.9 proves that the complaint is justified, i.e. that the Goods do not meet the Agreement, Nouvion will have no further obligation than replacing the rejected Goods, costs to be borne by Nouvion, or (at the discretion of Nouvion) crediting Contract Party for the amount of the rejected Good.
- 14.11. Contracting Party may not return rejected Goods to Nouvion until after the prior, written approval of Nouvion and subject to conditions to be determined by Nouvion.
- 14.12. Any claim of Contracting Party will lapse after Contract Party has used, processed, printed the Goods, respectively allowed their use, processing, printing, or supplied the Goods to third parties, unless Contracting Party proves that it has not been reasonably able to notify Nouvion about the complaint at an earlier point in time.
- 14.13. The term for complaints about invoices is four days of invoice date. In case no written complaint has been submitted within that term, the invoice is deemed to correctly and fully reflect the underlying transaction.
- 14.14. After expiry of the terms referred to in this article, Contracting Party is considered to have approved the Goods respectively the invoice. After expiry of said terms, complaints will not be looked into by Nouvion any longer.
- 14.15. Nouvion is not liable and not obliged to look into and/or examine complaints and/or claims in connection with defects in case Contracting Party has not or not fully met its payment obligations or any other obligations towards Nouvion; the same applies in case Contracting Party and/or third parties, instructed by Contracting Party or otherwise, have made respectively carried out any modifications to or repairs of the Goods without the prior, written approval of Nouvion.
- 14.16. Complaints or defects do not give Contracting Party the right to suspend or settle payment obligations or any other obligations towards Nouvion.

ARTICLE 15: PAYMENT

- 15.1. Goods that are collected from the warehouse of Nouvion by Contracting Party or a third party instructed by Contracting Party must be paid in cash, unless expressly agreed otherwise in writing with Contracting Party.
- 15.2. Payment must take place within eight days of invoice date, without any discounts or deductions (unless expressly agreed otherwise in writing) at the office of Nouvion or by means of a transfer to the account stated in the invoice.
- 15.3. Nouvion has the right to decide on performance of the Agreement to supply cash on delivery only, or to demand payment in advance.
- 15.4. In case Contracting Party fails to pay within the required term Contracting Party will be in default by operation of the law, without any demand or notice of default being required.
- 15.5. In case Contracting Party is in default, Contracting Party will owe legal, commercial interest by virtue of article 6:119a Netherlands Civil Code, "BW", as well as extrajudicial costs of collection in the amount of 15% of the invoice amount with a minimum of € 250,00; the above without prejudice to any other rights which Nouvion may have.
- 15.6. In case Contracting Party does not, not in time or not properly comply with its payment obligations Nouvion will have the right to suspend performance or continued performance of the Agreement until Contracting Party has complied with all its obligations. In addition to that Nouvion will have the right to suspend the Agreement out of court, without prejudice to the right of Nouvion to damages in connection with delayed performance or non-performance of the Agreement.
- 15.7. Payments received by Nouvion shall first be applied to any interest and costs due, then to the oldest outstanding invoices, even if Contracting Party specifies that a payment applies to a different invoice.
- 15.8. The Other Party is not entitled to assign any claims that it has against Nouvion under the Contract.

ARTICLE 16: FORCE MAJEURE

- 16.1. *Force majeure* means, in addition to that specified by law, all external causes, foreseen or unforeseen, over which Nouvion has no influence, as a result of which it is unable to fulfil its obligations, including (but not limited to): strikes, *force majeure* on the part of suppliers, carriers and other third parties involved in the Contract, traffic congestion, transport interruption, natural disasters, scarcity of raw materials, war or mobilisation, epidemics, pandemics, machine breakdowns, computer failures, power failures, obstructive government measures, fire, loss of data, and staff illness at Nouvion.
- 16.2. In case of force majeure Nouvion has the right to suspend performance of the Agreement, for as long as the circumstances of force majeure reasonably prevent Nouvion from performing the Agreement.
- 16.3. In case the situation of force majeure continues for more than thirty days the Parties have the right to terminate the Agreement out of court without ensuing liability for damages. Contracting Party is obliged to pay the price for the Goods supplied to Contracting Party up to that point in time.

ARTICLE 17: WARRANTY

- 17.1. Nouvion grants to Contracting Party and the first user a warranty on the Goods supplied by Nouvion within the European Union, which warranty covers defects for which Nouvion is responsible and which may occur after normal use, commencing on invoice date and in accordance with the following depreciation times:
 - within 1 year after invoice date: all costs of repairs respectively replacement, including freight in the Netherlands shall be borne by Nouvion;
 - within 2 years after invoice date: 2/3 of the costs of repairs respectively replacement, including freight in the Netherlands shall be borne by Nouvion;
 - within 3 years after invoice date: 1/3 of the costs of repairs respectively replacement, including freight in the Netherlands shall be borne by Nouvion.The aforementioned periods can be extended (by a maximum of four months) if the furniture is put into use after the invoice date (to be proven by the Other Party).
The warranty applies only subject to the limitations referred to in these General Conditions, and if and to the extent that the instructions for use of these Goods provided by Nouvion have been strictly complied with.
For Goods delivered outside the European Union the principle applies that no warranty is given, unless agreed otherwise in writing.
- 17.2. Nouvion grants a warranty only for defects of which Contract Party proves that they occurred prior to or during the warranty period, and only or mainly as a direct consequence of defective

manufacturing or incorrect processing chosen by Nouvion or as a consequence of improper materials used by Nouvion. In case the defect is caused by any other influence Nouvion will not be liable and will not have any obligations under warranty.

- 17.3. Not covered by the warranty are defects that are entirely or partly caused by:
- a. wear and tear after normal use;
 - b. repairs by third parties including Contracting Party;
 - c. The application of any regulations of the authorities with respect to the nature or quality of the materials and raw materials used;
 - d. materials and raw materials respectively goods used in consultation with Contracting Party;
 - e. materials or goods that were provided to Nouvion by Contracting Party for processing;
 - f. materials, goods, methods and constructions, to the extent that they have been applied at the express instructions of Contracting Party, as well as materials and/or goods provided by or on behalf of Contracting Party;
 - g. parts obtained by Nouvion from any third party, insofar as that third party has not given an adequate guarantee to Nouvion;
 - h. specific development risks of newly developed Goods.
- 17.4. Nouvion guarantees the usability of the Goods supplied by Nouvion for normal use (customary in the industry). In case of a higher frequency of use (beyond that which is customary in the industry) any right of warranty will lapse. The warranty will also be voided if the Goods are used for any other purpose than the purpose for which they are intended.
- 17.5. The defects covered by the warranty referred to in article 17.2. will be repaired by Nouvion or will be replaced or the amount invoiced for these defective Goods will be credited, this at the sole discretion of Nouvion. Any costs beyond the obligation referred to in the previous sentence, such as but not limited to: cost of transport, travel and accommodation expenses, as well as cost of (dis)assembly, shall be borne by Contracting Party. In case Nouvion unsuccessfully attempts to collect the Goods for repairs/replacement, or is not or not in a timely manner granted access for the purpose of repairs/replacement, the costs in connection with that shall be borne by Contracting Party.
- 17.6. No (additional) guarantee will be provided for Items replaced and/or repaired by Nouvion in the context of its obligation to provide a guarantee, unless otherwise agreed. Replacements and repairs will not lead to a new or modified guarantee period.
- 17.7. Nouvion is not obliged to grant any warranty in case Contracting Party does not, not properly or not in a timely manner comply with any obligations of Contracting Party resulting from the Agreement or a related Agreement or other obligation.
- 17.8. Nouvion uses natural products. Samples or examples of natural products provide an indication of colour and structure. Variations of the actual colour and structure cannot be avoided. For that reason no warranty is provided for deviations resulting from the fact that the Good has been manufactured from natural products.

ARTICLE 18: LIABILITY

- 18.1. Nouvion is never liable for any indirect damage or any lost profits of Contracting Party or third parties, including consequential damage, immaterial damage or operating damage. In addition to that Nouvion is not liable for damage in connection with constructions or materials prescribed by Contracting Party or materials or parts of the Goods supplied by Contracting Party or third parties according to instructions of Contracting Party.
- 18.2. Nouvion is not liable for any damage, however caused, resulting from the fact that Nouvion has acted on the basis of incorrect and/or incomplete information provided by Contracting Party, even if Contracting Party was not aware of the incorrectness and/or incompleteness.
- 18.3. Nouvion's liability to the Other Party for any reason whatsoever is limited to the amount of that part of the Contract excluding VAT to which the liability relates, or the amount of the Contract excluding of VAT, unless Nouvion's liability insurance pays out a higher amount in the matter in question plus the applicable excess. In the latter case, Nouvion's liability to the Other Party will be limited to the relevant amount that Nouvion's liability insurance pays out in the matter in question plus the applicable excess. The limitations set out in this Article 18.3 do not apply in the event of intent or gross negligence on Nouvion's part.
- 18.4. In case the consequences of any damage caused in connection with the Agreement could have reasonably been insured by door Contracting Party, or are normally insured by contracting parties in the same position in the industry as Contracting Party, any liability of Nouvion is excluded.
- 18.5. Nouvion is never liable for damage caused by:
- a. incorrect application and/or incorrect processing of Goods supplied by Nouvion;

- b. the failure to obtain the required permissions by Contracting Party;
 - c. injury sustained during assembly or use by Contracting Party or any third parties engaged by Contracting Party, unless the injury is caused by a defective Good supplied by Nouvion;
 - d. non-availability and/or unsuitability of the required facilities;
 - e. insufficient anchoring.
- 18.6. Contracting Party shall indemnify and hold Nouvion harmless from and against any claims, actions and demands of Contracting Party and/or third parties on account of losses, damage, penalties or costs caused to said third parties and/or Contracting Party which directly or indirectly result from or are caused in connection with any failure in the performance of the obligations resulting from privacy legislation and regulations – including GDPR – on the part of Contracting Party and/or Nouvion, unless in case of intent or gross negligence on the part of Nouvion.

ARTICLE 19: INDUSTRIAL PROPERTY

- 19.1. All intellectual property rights in Goods supplied and/or developed by Nouvion shall exclusively be vested in Nouvion, its licensor or its suppliers. Contracting Party is granted only those rights of use that are expressly conferred by the General Conditions and by law.
- 19.2. Nouvion indemnifies Contracting Party against any actions brought by a third party on the basis of the claim that the Goods developed by Nouvion infringe on an intellectual property right of said third party, subject to the condition that Contracting Party immediately informs Nouvion in writing of the existence and content matter of the action, and leaves the settlement of the matter, including concluding any settlements, entirely to Nouvion. To that end Contracting Party will provide Nouvion with any powers of attorney, information and assistance required to defend itself against this action, where necessary on behalf of Contracting Party. This obligation to provide indemnification is cancelled in case the alleged infringement concerns (1) materials made available to Nouvion by Contracting Party for the purpose of use, processing or incorporation or (2) changes made to the Goods by Contracting Party or a third party engaged by Contracting Party without the written approval of Nouvion.
- 19.3. All information, drawings, illustrations and schedules in catalogues and price lists are protected by copyright. Contracting Party is prohibited from copying these documents or making them available to third parties without the express approval of Nouvion.
- 19.4. The copyright in designs, drawings, sketches, lithographs, photos, programmes (software), models, stamps, die cuts, printing plates, patterns and such shall at all times remain vested in Nouvion. In case Contracting Party makes raw materials, auxiliary materials, ingredients or printed material available to be processed into Goods purchased from Nouvion by Contracting Party, Contracting Party expressly indemnifies Nouvion from possible claims, whether or not from third parties, on account of incorrectly chosen materials or raw materials or other defects in goods supplied by Contracting Party, infringements of copyrights and rights from patents, brands or models.

ARTICLE 20: TOLERANCES

- 20.1. With respect to the specifications agreed the variations described below, both upward and downward variations, are allowed. For verification purposes the criterion is the average of the total amount delivered, of one type, quality, colour and finish. For other specifications than those referred to below, the variations accepted during previous deliveries and, failing those, the customary variations are permitted. In case a minimum or maximum limit has been agreed, a double upward or downward variation is permitted.
- 20.2. With respect to quantities the principle applies that Nouvion is considered to have delivered in accordance with the Agreement, if the upward or downward variation does not exceed 5%.
- 20.3. With respect to material the principle applies that Nouvion is considered to have delivered in accordance with the Agreement in case the variations in quality, colour, hardness, satinage, thickness and such are considered minor. For the determination whether a delivery is not within the permitted limits, the average from the entire batch supplied must be rejected, which rejection is possible only in case of variation of more than 10%.

ARTICLE 21: EXPIRATION OF TERM

Any right to submit a claim for damages to Nouvion lapses by the mere expiry of the term of twelve months after the date of delivery of the Goods.

ARTICLE 22: PROCESSING OF PERSONAL DATA AND PRIVACY POLICY

- 22.1. To the extent that Nouvion processes Personal Data during the performance of services to Contracting Party, Nouvion will act in all loyalty and conscience and in accordance with the provisions that apply under the privacy legislation (including GDPR) as applicable at that time.
- 22.2. The latest version of the Nouvion privacy statement is fully applicable to the services provided by Nouvion, these General Terms and Conditions and any Agreements between Nouvion and Contracting Party, which statement will be provided free of charge at the request of Contracting Party and is available at the website of Nouvion (<https://www.nouvion.nl/privacy-verklaring>).

ARTICLE 23: SECURITY OF PERSONAL DATA

- 23.1. Nouvion will ensure the security of Personal Data in accordance with the applicable privacy legislation and regulations, including GDPR, and for that purpose take those (technical and organizational) measures it deems appropriate.
- 23.2. With the measures referred to in article 23.1 Nouvion intends to prevent Security Breaches. In case a Security Breach should occur in spite of this, Nouvion will among other things assess to which extent the Security Breach – to the extent that Contracting Party is (directly or indirectly) concerned – involves a risk for Contracting Party and whether notification of Contracting Party is necessary.

ARTICLE 24: APPLICABLE LAW

All negotiations, offers, price quotations, Agreements and other (legal) acts between Nouvion and Contracting Party are governed by Dutch law exclusively, irrespective of the location at which the Agreement is performed. This applies to both contractual and non-contractual relationships. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is expressly excluded.

ARTICLE 25: PENALTY AND DISPUTE

- 25.1. In case Contracting Party fails to meet one of its obligations resulting from these General Conditions and/or the Agreement, Contracting Party shall forfeit to Nouvion, without any notice of default being required, a penalty in the amount of € 5.000,00 for each case, as well as a penalty in the amount of € 2.500,00 for each day at which the failure continues, without prejudice to the right of Nouvion – in deviation of article 6:92 of the Netherlands Civil Code – to demand full damages increased by interest and costs, to demand fulfilment and/or the other rights of Nouvion resulting from the General Conditions and/or the Agreement.
- 25.2. Any disputes that may arise will be submitted to the jurisdiction of the competent court, 'Rechtbank Oost-Brabant', location 's-Hertogenbosch.
- 25.3. In case an action is brought by Contracting Party in which Nouvion is the defendant, and the court rules against Contracting Party and/or the claim of Contracting Party does not succeed or merely succeeds in part, any and all costs of legal assistance, both judicial and extrajudicial assistance (provided by whatever party) shall be borne by Contracting Party exclusively.