

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

These General Terms and Conditions are applicable to all offers of K3D B.V. (hereinafter referred to as: "Contractor") and all agreements between Contractor and purchasers (hereinafter referred to as: "Client"). Other terms and conditions are expressly rejected.

All offers of Contractor are without obligation. Orders are only binding if confirmed in writing by Contractor.

Prices are exclusive of VAT, shipping and transport costs and/or statutory surcharges, if not stated otherwise.

Agreed prices are based on cost factors that applied when the agreement was concluded. Contractor reserves the right to charge Client a proportional price increase in the event its suppliers increase their prices and if there are other changes in price-determining factors.

Said delivery times should be regarded as target times and not as deadlines.

Where delivery times are exceeded, irrespective of the cause, this does not give any right to compensation or termination of the agreement, unless agreed otherwise in writing.

Contractor shall be entitled to split an order into partial deliveries and to invoice these deliveries, while retaining the right to demand payment for each invoiced partial delivery in accordance with the applicable payment conditions.

Where the products are not delivered at the agreed time, Contractor is entitled to deliver at a later time within 30 days. This period shall commence on the date that Contractor receives a demand letter by registered post from Client.

If delivery does not take place even after a notice of default, Client is only entitled to dissolve the agreement. Client is not entitled to compensation if a delivery is not forthcoming, not even in the case of a notice of default.

The risk of the products is transferred at the moment that Contractor makes the products available to Client.

Delivery shall take place based on the ex-factory (EXW) location of Contractor, in accordance with Incoterms 2010, unless agreed otherwise in writing.

Complaints regarding deliveries must be made in writing within 8 days of receipt of the products. If Client does not make a complaint, Contractor is considered to have fulfilled its obligations.

If a complaint is made in time and the products do not comply with the agreement, Contractor shall redeliver new products free of charge or credit the returned products to Client, at its own discretion and against return of the delivered products. Contractor shall not be bound by any further obligations, in particular to pay damages in any form whatsoever.

Contractor is not liable for damage, of any kind whatsoever, arising from the fact that Contractor has relied on inaccurate and/or incomplete information provided by or on behalf of Client.

Contractor is only liable if and to the extent that Client proves that this damage is due to intent or wilful misconduct of executive staff.

Contractor shall never be liable for direct or indirect damage, commercial damage, consequential damage, business interruption, loss of production, loss of sales and profits or reduction in value or loss of products, unless this is due to intent or wilful misconduct on the part of Contractor's executive staff.

The obligation of Contractor to pay compensation under any legal basis is limited to that damage for which Contractor is insured under an insurance policy plus the applicable deductible amount taken out by the Contractor or on its behalf, but never for more than the amount paid out by that insurance policy in the relevant case. In case, for whatsoever reason, there is no pay out by the insurance policy, the overall liability of Contractor is limited to the contract price with a maximum of EUR 50.000 per contract.

Client indemnifies Contractor against all claims (direct and indirect damage, product recall, installation and installation costs, legal costs) of third parties due to product liability as a result of a defect in a product that has been delivered by Client to a third party and that consists or partly consists of products and/or materials delivered by Contractor. Client is obliged to compensate all damage suffered by Contractor in this respect, including the full costs of putting up a defence.

Payment must be made per order, unless agreed otherwise in writing. Invoices issued retrospectively must be paid within 14 days of the invoice date. Orders placed from abroad must be paid in advance at all times.

If payment has not been made within the payment term referred to in this article, from the end of this term Contractor shall be entitled to charge an amount for the loss of interest on the amount due at that time, without a notice of default being required, in the amount of 10% per annum or the statutory interest if this is higher.

Furthermore, in addition to the purchase price and interest from Client, Contractor shall be entitled to claim all collection costs, both judicial and extrajudicial, that are caused by such non-payment. Extrajudicial collection costs are due by Client in each case where Contractor has insured itself for the assistance of a third party for the collection. These costs amount to 15% of the amount due, with a minimum of EUR 500.

All products delivered and to be delivered remain the sole property of Contractor until all claims that Contractor has or will have against Client, for whatever reason, have been paid in full.

In the event Client fails to fulfil certain obligations towards Contractor, Contractor is entitled to take back the products, without a notice of default being required. In such case, the agreement shall also be deemed to be dissolved without judicial intervention, whereby the entitlement to compensation of Contractor shall continue to exist.

In the event of force majeure, the fulfilment by Contractor of all or part of the obligations arising from this agreement shall be suspended for the duration of such force majeure, without Contractor being obliged to pay any compensation in this respect.

Force majeure in respect of this agreement is also understood to mean the failure of a third party to comply with the obligations it has assumed towards Contractor, or failure to do so in time.

If the event of force majeure exceeds 6 weeks, Contractor is entitled to partially dissolve the agreement, in the sense that Client will get back the down payment made in the context of this specific delivery and Contractor will no longer have to deliver the products. However, Contractor is entitled to set off the down payment against any payments due. All other rights and obligations under this agreement shall then cease to apply.

The conclusion of an agreement between Contractor and Client does not in any case lead to the transfer of intellectual property (IP). The intellectual property remains in the possession of the party to whom it belongs on the basis of an agreement, such as but not limited to a patent or trademark registration, or the law. New intellectual property created as a result of mergers is reserved for Contractor, unless agreed otherwise.

Contractor guarantees that the products delivered are free of defects and meet the relevant specifications.

The guarantee as expressed above does not cover defects in the products that are the result of a design or specification provided by Client.

Nor does this guarantee cover defects in or damage to the products resulting from improper installation or maintenance, misuse, neglect or any cause other than normal usage.

Slight, unavoidable deviations that fall under usual standard production technology or standard deviations in quality, size or weight of the delivered products are not considered as defects.

The above guarantee provisions do not apply in the event that Contractor acts as the supplier of products or parts of products, which are processed by Client through assembly or otherwise processed in or on its own products, as a result of which the autonomy of the products of Contractor is unequivocally lost, unless agreed otherwise.

A claim under the guarantee shall expire 12 months after delivery, unless otherwise prescribed by law.

If the Client fails to comply with any of its obligations under the agreement or under these General Terms and Conditions, even after written notice of default, Contractor is entitled to dissolve all agreements concluded with the relevant Client without any notice of default or judicial intervention being required and without prejudice to the entitlement of Contractor to compensation for damage, loss of profits and interest.

Should any provision of these General Terms and Conditions be declared inapplicable, the remaining provisions shall remain in full force and effect.

These General Terms and Conditions are governed by Dutch law.

If a dispute cannot be resolved by mutual agreement, it shall be submitted to the competent court in Gelderland, the Netherlands.