

Article 1 Definitions

Unless indicated otherwise, the following definitions apply in these General Conditions of Sale and Delivery:

- a. MeMon: the private company with limited liability MeMon B.V., with its registered office and principal place of business in (6814 JL) Arnhem at Rembrandtlaan 1, registered in the Commercial Register of the Chamber of Commerce under number 73782343;
- b. Purchaser: any natural person, legal entity or company with which MeMon concludes an Agreement or with which MeMon negotiates about the conclusion of an Agreement;
- c. Agreement: any Agreement concluded between MeMon and the Purchaser with respect to the sale and delivery of products and/or provision of services (including MeMon's provision of advice), any change or addition thereto, as well as all legal and other acts or additions thereto, as well as all legal and other acts in preparation and performance of that Agreement.

Article 2 General

- 2.1 These General Conditions of Sale and Delivery apply to all offers and/or quotations made by MeMon, to all assignments granted by the Purchaser, to all order confirmations by MeMon, to all Agreements concluded or to be concluded between the Purchaser and MeMon and to all legal acts, deliveries and activities performed by MeMon for the Purchaser.
- 2.2 Provisions, conditions and/or agreements that deviate from these General Conditions of Sale and Delivery are only valid if and insofar as they have been expressly confirmed by MeMon in writing.
- 2.3 Purchasers to which these General Conditions of Sale and Delivery have applied previously shall also be deemed to have agreed to the applicability of these General Conditions of Sale and Delivery to offers and/or quotations made later by MeMon, to assignments granted later by the Purchaser, to later order confirmations by MeMon, to Agreements concluded later or to be concluded later between the Purchaser and MeMon and to all other legal acts, deliveries and activities to be performed later by MeMon for the Purchaser.
- 2.4 Nullity or annulment of one or more provisions of these General Conditions of Sale and Delivery does not prejudice the applicability of the other provisions. MeMon and the Purchaser will consult regarding replacement of provisions of these General Conditions of Sale and Delivery that are void or declared void with provisions that align as closely as possible to the purpose and purport of the provisions that are void or declared void.
- 2.5 MeMon has the right at all times to change these General Conditions of Sale and Delivery. The changes enter into force at the announced effective date.
- 2.6 In case of inconsistencies, the Agreement will prevail over these General Conditions of Sale and Delivery.
- 2.7 In case of inconsistencies between these General Conditions of Sale and Delivery and translations thereof the Dutch text will prevail.

Article 3 Offers and quotations

- 3.1 All offers and/or quotations made by MeMon are always without obligation and can always be withdrawn by MeMon, also if they contain a term for acceptance.
- 3.2 All offers and/or quotations are submitted by MeMon to the best of its knowledge and with the greatest possible care. Errors in an offer and/or quotation and general and other information not exclusively addressed to the Purchaser do not bind MeMon and do not result in liability on the part of MeMon.
- 3.3 All samples shown or provided by MeMon to the Purchaser do not bind MeMon and are exclusively intended to provide a general idea of the quality of the products to be delivered by MeMon.
- 3.4 In the event the Purchaser provided documents and/or data to MeMon in connection with a request, MeMon will have the right to assume the correctness thereof and MeMon will base its offer and/or quotation thereon. MeMon is not liable for any damage that arises because the Purchaser provided it with incorrect and/or incomplete information or failed to provide the necessary documents and/or information in time.

Article 4 Conclusion of the Agreement

- 4.1 Agreements are concluded exclusively as a result of one of the following events:
 - MeMon's written acceptance or performance of an order placed or activities requested by the Purchaser;
 - The Purchaser's acceptance of an offer made by MeMon;

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- Signing of an Agreement by MeMon and by or on behalf of the Purchaser.
- 4.2 Changes, additions and/or expansions of the Agreement are only binding if they have been agreed in writing between the parties or in the event the Agreement is performed by MeMon in accordance with the changes, additions and/or expansions.
- 4.3 If and insofar as required for a proper performance of the Agreement, MeMon has the right to engage third parties. MeMon is not liable for any failures on the part of these third parties.

Article 5 Prices

- 5.1 All prices of the products to be delivered and/or services to be provided by MeMon are indicated in euros and are in principle exclusive of all import duties, excise duties and transport costs. Unless agreed otherwise in writing, the aforementioned import duties, excise duties and transport costs are for the account and risk of the Purchaser.
- 5.2 In the event the cost of the products to be delivered and/or the services to be provided by MeMon changes during the term of the Agreement for any reason whatsoever, MeMon will have the right to change the price accordingly, without the Purchaser's prior approval.

Article 6 Packaging and intellectual property

- 6.1 The Purchaser is not allowed to make changes to the packaging of the products delivered by MeMon, unless it has obtained MeMon's prior, written approval to do so.
- 6.2 All intellectual property rights concerning products and services delivered by MeMon to the Purchaser are vested in MeMon.

Article 7 Delivery

- 7.1 Unless expressly agreed otherwise in writing, MeMon will deliver the products to the Purchaser Free Carrier (FCA) in accordance with Incoterms® 2020.
- 7.2 Delivery times stated by MeMon are indicative and never considered to be strict deadlines. In the event delivery is not made in time, the Purchaser must allow MeMon a reasonable term to fulfil its obligations as yet. The Purchaser cannot derive the right to dissolve all or part of the Agreement and/or claim compensation from the fact that a delivery term has been exceeded.
- 7.3 If the Purchaser fails to take receipt of the goods to be delivered, MeMon will have the right to store goods concerned for the account and risk of the Purchaser. Such storage does not affect the Purchaser's obligation to pay for the products or its other obligations.

Article 8 Payment

- 8.1 Unless otherwise agreed in writing, payments must be made by the Purchaser in euros and within thirty days after the invoice date. Payments are always made without any setoff or suspension by the Purchaser on any basis whatsoever.
- 8.2 The Purchaser is in default by operation of law, which means without requiring any demand for performance or notice of default if payment is not made within the payment term referred to in article 8.1. In case of default, the Purchaser will owe default interest of 1% per 4 weeks on the invoice amount or the unpaid part thereof to MeMon, to be calculated from the due date until the date of payment. Without prejudice to MeMon's right to claim the damage actually sustained, the Purchaser will furthermore be obliged in case of default to reimburse to MeMon the costs related to the collection. The extrajudicial collection costs are set at a minimum of 15% of the principal sums of the amounts owed, subject to a minimum of €250.00.
- 8.3 In the event MeMon has brought the claim within the context of legal proceedings, including arbitration or binding advice, the Purchaser will be obliged to reimburse to MeMon the costs actually involved in the proceedings. This includes the costs of lawyers and representatives ad litem as well as the fee owed to arbiters or providers of binding advice and the standing charges. The provisions of this article continue to apply also in the event the aforementioned costs exceed a possible cost award on the basis of Section 237 et seq. of the Dutch Code of Civil Procedure.
- 8.4 In the event any invoice is not paid in time, MeMon will have the right to suspend all further deliveries, until payment has been made in full.
- 8.5 MeMon has the right at all times to demand full or partial payment in advance from the Purchaser and/or demand that the Purchaser provides proper security, which will be determined by MeMon. If MeMon has well-founded fears that the Purchaser will not meet the Purchaser's financial obligations and the Purchaser refuses to provide (additional) security, MeMon will have the right to suspend compliance with its obligations arising from the Agreement, without prejudice to its statutory rights to suspend performance. MeMon also has the right to apply an order limit.

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- 8.6 Complaints concerning invoices that were sent must be notified to MeMon at the latest on the due date, failing which MeMon will have the right not to handle complaints in this connection. Any complaints relating to invoices do not suspend the Purchaser's payment obligations.
- 8.7 With respect to payments and settlements, MeMon's records will be binding at all times.
- 8.8 MeMon has the right at all times to set off its obligations to the Purchaser, in whole or in part, against any claim MeMon has or will have against the Purchaser at any time.

Article 9 Force majeure

In the event a party is prevented from complying with any obligation due to a circumstance that is not attributable to his or her fault and is not for his or her account pursuant to the law, a legal act or common opinion, such as war, operational breakdowns, strikes, pandemics, exclusions, lack of products, breakdowns in traffic, government measures, failures on the part of suppliers, national and international animal diseases, frost, floating ice and failed harvests, the party concerned will have the right to comply with the obligation concerned as yet after the circumstance that constituted force majeure has ceased to exist, or to dissolve the Agreement or the part thereof that was not yet performed, without this party being obliged to pay any compensation to the other party.

Article 10 Retention of title

- 10.1 All goods delivered and to be delivered remain the exclusive property of MeMon until all claims MeMon has or will acquire have been paid in full. MeMon has the right to take back products delivered subject to retention of ownership if the Purchaser fails to comply with any obligation under the Agreement concluded with the Purchaser, without prejudice to MeMon's right to claim dissolution or performance of the Agreement.
- 10.2 As long as the products delivered by MeMon are subject to retention of title the Purchaser does not have the right to process, sell or grant these products in use to third parties or to create any form of security in respect of them, unless this takes place within the context of the normal business operations. The Purchaser commits that at MeMon's first request it will cooperate in the creation of a right of pledge in respect of the claims the Purchaser has or will acquire on the basis of onward supply of the products to its purchasers. In the event the products delivered by MeMon are processed by the Purchaser in or into other products, a right of pledge for the benefit of MeMon will be created in respect of those products as well.
- 10.3 If the Agreement concluded between the parties is dissolved at the request of one of the parties and the products of MeMon are still subject to retention of title, the Purchaser will be obliged to make these products available to MeMon immediately. The Purchaser does not have the right to set off one of its claims against these products or to suspend its obligation to make them available to MeMon.

Article 11 Inspections and complaints

- 11.1 The Purchaser is obliged to inspect the products delivered and/or the services provided by MeMon for possible shortcomings, failures and/or damage immediately after delivery.
- 11.2 Subject to forfeiture of any right of claim, the Purchaser is obliged to notify MeMon of complaints about the products and/or services provided by MeMon as soon as possible, but, as regards visible defects within 48 hours after receipt and, as regards invisible defects, within 48 hours after the moment at which the Purchaser could reasonably have discovered the defects, in writing and accompanied by a clear description of the complaints. Any right of claim lapses in any event at most 30 days after delivery.
- 11.3 After any defect has been identified, the Purchaser will be obliged to perform all acts and omissions that are reasonably possible and necessary in order to prevent (further) damage from occurring. The Purchaser is furthermore obliged to comply with all of MeMon's instructions in this connection.
- 11.4 The Purchaser is obliged to cooperate with MeMon as necessary for investigation of the complaint, inter alia by affording MeMon the opportunity to conduct an investigation into the circumstances of the use, processing and incorporation of the products. The Purchaser can no longer enforce any claims if the Purchaser does not cooperate or investigation of the complaint is has otherwise become impossible.
- 11.5 Products delivered can only be returned to MeMon following prior, written approval by MeMon. In the event products are returned, such products must be in their original condition and their original packaging. The costs of returning products are for the Purchaser's account.
- 11.6 In case MeMon considers the complaint well-founded, MeMon will have the option, without being obliged to compensate damage, to replace the products delivered or remedy the defect in its services, or issue a credit invoice for the products delivered and/or the services provided for at most the invoice value. MeMon is not subject to any other obligation.

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Article 12 Liability

- 12.1 MeMon is not liable for any direct or indirect damage or loss of the Purchaser, explicitly including but not limited to direct trading loss, loss of profit, consequential loss, personal injury, all other forms of financial loss and all possible claims of third parties, except in the event of intent or wilful recklessness on the part of MeMon.
- 12.2 MeMon's liability is always limited to the invoice value (exclusive of VAT) of the products or the services that caused the damage alleged by the Purchaser.
- 12.3 The Purchaser must notify MeMon in writing of the damage incurred by it as soon as possible, but in any event within two weeks after it becomes aware of the damage. Damage that is not reported within this term does not qualify for compensation. In any event, all claims on the part of the Purchaser against MeMon, except claims explicitly accepted by MeMon, lapse on the expiration of a 12-month period after they arise.

Article 13 Term, termination and suspension of the Agreement

- 13.1 An Agreement is each time concluded for the definite period determined in the written acceptance referred to in article 4.1 of these General Conditions of Sale and Delivery. This Agreement cannot be terminated prematurely by the parties.
- 13.2 MeMon has the exclusive right, without prejudice to its right to compensation, and without having to give notice of default and without requiring judicial intervention, with immediate effect (a) to suspend performance of the Agreement and all related Agreements and/or (b) dissolve all or part of that Agreement and all related Agreements, if:
- The Purchaser fails to comply with any obligation pursuant to the Agreement, or fails to do so in time or properly;
 - bankruptcy or a suspension of payment has been applied for with respect to the Purchaser or, in the event the Purchaser is a natural person, debt restructuring has been applied for;
 - the Purchaser's business is dissolved, liquidated or suspended;
 - executory attachment is levied against a substantial part of the Purchaser's assets;
 - MeMon has well-founded reasons to fear that the Purchaser is or will be unable to comply with its obligations arising from the Agreements concluded with MeMon and the Purchaser fails to provide security or fails to provide adequate security for compliance with its obligations at MeMon's request.
- 13.3 All claims MeMon may have or acquire in the cases referred to in paragraph 2 of this article are immediately due and payable in full.
- 13.4 The Purchaser does not have the right to invoke any right of suspension or setoff against MeMon.
- 13.5 The Purchaser does not have the right to dissolve all or part of the Agreement unless it is in default as regards compliance with its obligations.
- 13.6 MeMon is not liable towards the Purchaser for any damage that arises because MeMon suspends performance of the Agreement or dissolves the Agreement on the basis of a circumstance referred to in paragraph 2 of this article. The Purchaser indemnifies MeMon against all claims of any kind whatsoever that may be brought against it by third parties in connection with any damage sustained or to be sustained as a result of suspension or dissolution of the Agreement.

Article 14 Transfer

- 14.1 The Purchaser does not have the right to transfer all or part of the rights and obligations under the Agreement or the Agreements that arise from it to third parties without MeMon's prior, written approval.

Article 15 Applicable law and disputes

- 15.1 All Agreements, legal relationships and activities performed by MeMon for the Purchaser that are subject to these General Conditions of Sale and Delivery are governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.
- 15.2 All disputes of any kind whatsoever that may arise between the Parties will be settled exclusively by the Gelderland District Court, Arnhem location, without prejudice to MeMon's right to summon the Purchaser before the court that has jurisdiction pursuant to the law or a convention.