

GENERAL TERMS AND CONDITIONS SENTEC INTERNATIONAL B.V.

General terms and conditions of sale and supply of SENTEC INTERNATIONAL B.V., with its principal place of business at Veluwezoom 5, 1327 AA in Almere.

Article 1 Definitions of terms

1. In these general terms and conditions SENTEC is taken to mean: SENTEC INTERNATIONAL B.V.
2. In these general terms and conditions the Customer is taken to mean: every natural person and/or legal entity who/which bought goods or purchased services and/or with whom/which SENTEC is or has been in negotiations regarding the delivery of goods and/or services.

Article 2 Applicability

1. These general terms and conditions apply to all legal relationships between SENTEC and a Customer.
2. The applicability of the general terms and conditions of the Customer is expressly rejected.
3. If any provision of these general terms and conditions might have no binding effect or might become non-binding, the remaining provisions will remain in full effect.
4. If SENTEC does not always require strict compliance with these general terms and conditions, this does not mean that the provisions thereof are not applicable, or that SENTEC would lose the right in other cases to require strict compliance with the provisions of these terms and conditions.

Article 3 Offers, tenders and prices

1. All offers from SENTEC are without obligation, even if the offer contains a period for acceptance and acceptance takes place within this period, unless expressly stated otherwise.
2. A combined quotation will not oblige SENTEC to perform a part of the agreement at a corresponding part of the price stated. The offers and tenders will not automatically apply to future agreements.
3. If the acceptance derogates (whether or not on minor points) from the supply included in the offer, SENTEC will not be bound thereby. In that case the agreement will not come into effect in accordance with this derogating acceptance, unless SENTEC states otherwise.
4. The images, drawings, dimensional specifications and weight specifications provided by SENTEC are not binding for SENTEC and only intended to give a general presentation of that which SENTEC offers.
5. Unless stated otherwise, the prices of SENTEC are based on: the amount of the purchase prices, wages, labour costs, social security and government charges, freights, import and export duties, exchange rates, insurance premiums and further factors determining prices applicable during the offer or on the order date. In the event of an increase of one or more of the cost factors prior to the delivery, SENTEC will be entitled to increase the order amount accordingly. All this will be with due regard to any existing statutory regulations related thereto.
6. All prices set out in price lists, official lists, offers,

adverts, tenders and orders are in Euro, excluding VAT, transport costs and dispatch costs and other duties imposed by authorities. SENTEC cannot be bound by its offers or tenders if the Customer can reasonably understand that the offers and tenders, or a part thereof, contain an obvious mistake or clerical error.

Article 4 Delivery and transport

1. The delivery takes place ex works from SENTEC at Flinsbergerstraße 37308 Heilbad Heiligenstadt, Germany, unless expressly agreed otherwise in writing. In the event of delivery ex works, the goods will be at the risk of the Customer as soon as the goods have left the warehouse of SENTEC. From that time the risk of loss, damage or decrease in value transfers to the Customer.
2. SENTEC will be entitled to deliver in parts (partial deliveries), which partial deliveries can be invoiced separately. In that case the Customer will be obliged to pay in accordance with the provisions of article 6 of these terms and conditions.
3. The Customer will be obliged to take delivery of the goods at the time at which these are offered to the Customer. If the Customer refuses or fails to provide the information or instructions, which are necessary for the delivery, SENTEC will be entitled to invoice for the goods concerned while storing the goods at the expense and risk of the Customer in that case.
4. The stated delivery periods will never be regarded as final deadlines, unless agreed otherwise in writing. In the event of late delivery, or exceeding of the delivery period, SENTEC must be given notice of default in writing.
5. If SENTEC requires data from the Customer for the performance of the agreement, the delivery period will not commence any earlier than at the time at which the Customer has made the data correctly and completely available to SENTEC.
6. If during the performance of the agreement it appears that it is necessary for the proper performance thereof to amend or add to the agreement, parties will in a timely manner and in mutual consultation proceed with adjustment of the agreement in that case. If the nature, extent or contents of the agreement, whether or not upon the request or on the instructions from the Customer, is/are amended and the agreement is amended through this from a qualitative and/or quantitative point of view, this can also have consequences for that which was originally agreed. The originally agreed amount can be increased or reduced through this. SENTEC will, as much as possible, provide a quotation thereof in advance. Furthermore, an amendment of the agreement can alter the originally stated performance period. The Customer accepts the possibility of amendment of the agreement, including the amendment of the price and performance period.

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Article 5 Derogations in delivered goods

1. The derogations usual and/or reasonable in the sector will not give the Customer any right to replacement, compensation of damage, or any other right.
2. Overruns or underruns of 10% are permitted for goods to be specifically produced on instructions.
3. For deliveries of paper, cardboard and plastic products the following derogations are permitted:
 - a. for formats up to and including A3 and rolls up to and including 420 mm: a derogation of 4%;
 - b. for formats up to and including A1 and rolls up to and including 914 mm: a derogation of 3%;
 - c. for formats up to and including A0 and rolls wider than 914 mm: a derogation of 3%.

Article 6 Payment and collection costs

1. Payment must be made without reduction or set-off in the currency stated in the invoice, by means of transfer to the account set out in the invoice.
2. The Customer must pay the invoice amounts to SENTEC no later than within 30 calendar days after the invoice date, unless expressly agreed otherwise between SENTEC and the Customer. The payment term of 30 calendar days after the invoice date, or another agreed period, is to be regarded as a final deadline. In the event of late or incomplete payment, the Customer will owe interest to SENTEC of 2% per month or part of a month, whereby part of a month will apply as a full month, calculated over the (remaining) invoice amount from the due date up to and including the day of payment in full.
3. Objections against the amount of the invoice will not suspend the payment obligation. If the Customer is of the opinion that the invoice is incorrect, the Customer must inform SENTEC of this in writing, stating reasons, within 14 calendar days after the invoice date concerned, at the risk of forfeiting the right to dispute the accuracy of the invoice.
4. All costs related to the collection, including the judicial and extrajudicial costs, will at the expense of the Customer. The extrajudicial costs are set out at an amount of at least 15% of the amounts due in the principal sum, with a minimum of € 375.
5. Each payment made by the Customer will firstly serve to settle the interest owed and thereupon to settle the costs related to the collection, with the exception of the judicial costs. Only after payment of these amounts will any payment made by the Customer be applied to deduct from the outstanding claims in the principal sum. SENTEC retains the right to refuse to deliver in the event of any doubt regarding the creditworthiness of the Customer, or on the basis of other commercial reasons. SENTEC will always be entitled, also during the performance of the agreement, to suspend the fulfilment of its obligations until the Customer, upon request from SENTEC, has provided security for the fulfilment of the payment obligation of the Customer. In addition, SENTEC will be entitled to also require security from the Customer for future deliveries.

Article 7 Retention of title

1. The ownership right of the purchase will only transfer to the Customer after the Customer has fulfilled all obligations vis-à-vis SENTEC to pay the purchase price of the delivered or still to be delivered goods, or the services provided or still to be provided and the interest, costs and compensation related thereto.
2. However, the Customer will be entitled to dispose of the goods in the course of the Customer's usual business operations. Furthermore, the Customer will not be entitled to pledge the goods or to establish any other right thereon. The Customer will be obliged to promptly inform SENTEC if third parties levy attachment or enforce rights on the goods owned by SENTEC.
3. The Customer must always do everything that can reasonably be expected from the Customer to secure the ownership rights of SENTEC.
4. The Customer will be obliged to insure and keep insured the goods delivered subject to retention of title, against fire, explosion damage and water damage as well as against theft and to give SENTEC access to the policy of this insurance upon first request. In the event of any payment from the insurance, SENTEC will be entitled to this money. Insofar as necessary, the Customer undertakes in advance to provide cooperation to everything that might appear to be necessary or recommendable in that context.
5. The Customer gives SENTEC irrevocable and unconditional permission to enter the locations where the property of SENTEC is situated and to collect these goods after SENTEC has invoked its retention of title. If SENTEC has invoked its retention of title, the Customer will also be obliged, upon first request from SENTEC, to return the goods owned by SENTEC at its expense and in a good state of repair. The Customer will incur a financial penalty equal to 5% of the invoice amount of the goods concerned for each day during which the Customer remains in default of this. This financial penalty will not affect all other rights of SENTEC. Following the taking back, the Customer will be credited for the market value, which will under no circumstances be higher than the original invoice amount, minus the interest, costs and financial penalties incurred.
6. In addition to the retention of title referred to in article 7 subsection 1, the Customer undertakes, upon first request from SENTEC to that effect, to reserve and, insofar as necessary, establish a non-possessory pledge on the goods delivered by SENTEC subject to retention of title, as security for all existing and future claims of SENTEC on any basis whatsoever. If SENTEC cannot rely on its retention of title because the delivered goods have been mixed, distorted or acceded, the Customer will be obliged to pledge the newly constituted goods to SENTEC upon first request from SENTEC.

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Article 8 Right of complaint

1. Complaints related to the delivered goods, insofar as these complaints concern damage arisen during the transport, will only be accepted by SENTEC for dealing with, if these have been brought to the attention of SENTEC in writing within 3 calendar days after the delivery of the goods. Other complaints will only be accepted for dealing with if these are reported to SENTEC in writing within 14 calendar days after the delivery. After the expiry of this period the Customer will be deemed to have found the delivered goods to be in good order.
2. If SENTEC finds the complaint well-founded, SENTEC will only be obliged to replace or repair the faulty goods, without the Customer being able to enforce any right of compensation whatsoever in addition.
3. Returning of the delivery, for any reason whatsoever, can only take place after prior permission in writing from SENTEC and in accordance with the dispatch instructions of SENTEC.
4. Goods delivered by SENTEC regarding which a complaint has been made justifiably and with due regard to the provisions of this article, will only be taken back by SENTEC if and insofar as the goods are in the packaging and in the condition in which the goods were delivered.
5. Incorrectly ordered goods that are part of SENTEC's standard delivery package can be returned in consultation at the expense of the Customer and, provided that the goods are in the original packaging and undamaged condition, will be credited after deduction of a payment of 20% for the handling fee.
6. The goods specifically produced for the Customer on instructions cannot be returned.
7. A complaint will not suspend the payment obligation of the Customer.

Article 9 Engagement of third parties

1. SENTEC will be entitled to engage third parties related to the performance of the agreement. If SENTEC engages a third party during the performance of the agreement, SENTEC will not be liable for any errors made by these third parties. If such a third party wishes to limit his or her liability, SENTEC will be entitled to also accept this limitation of liability on behalf of the Customer.

Article 10 Liability

1. Neither SENTEC, nor its directors or its employees will be liable for damage related to goods and services delivered or to be delivered by it, regardless of the basis of the liability with due regard to the following. This will only be otherwise if the Customer demonstrates that the damage is caused by intention or wilful recklessness on the part of SENTEC or its managerial staff.
2. Any liability of SENTEC for injury/damage to persons or goods will be limited to the amount paid in the case concerned under the general business liability insurance taken out by SENTEC, plus the amount of the deductible

which is not borne by the insurer under the policy conditions concerned.

3. If, for any reason whatsoever, the business liability insurance does not pay, the liability of SENTEC will be limited to the invoice amount of the goods that have caused the damage.
4. Liability for indirect damage or loss, including consequential loss, loss due to delay and lost profits, is expressly excluded.
5. Any legal action for compensation of damage will be precluded by lapse of time after a period of one year and will be extinguished no later than three years after the day on which the Customer became aware of the damage and the natural person or legal entity liable for this.
6. The Customer indemnifies SENTEC against possible claims by third parties who, related to the performance of the agreement, suffer damage and the cause of which is attributable to a party other than SENTEC.
7. Notifications by or on behalf of SENTEC concerning the quality, composition, treatment in the broadest sense, possibilities of application and features, etc. of the goods will only be regarded as guarantees if they are made in writing and expressly in the form of a guarantee.
8. The Customer will be obliged to strictly follow the instructions concerning the manner of storage and treatment of the delivered goods. Any liability of SENTEC will lapse if the Customer does not fulfil this obligation or if the Customer does not submit a complaint in a timely manner in conformity with the provisions of article 8.
9. For the application or processing of goods the relevant manufacturer's instructions must be followed. The Customer will be obliged to take measures in order to limit the damage arisen as much as possible. The liability of SENTEC will lapse if the Customer does not fulfil the aforesaid obligations.

Article 11 Termination and suspension

1. All claims of SENTEC will be immediately due and payable in full if one or more of the following situations occur:
 - a. in the event that the Customer does not, does not in a timely manner, or does not completely fulfil the Customer's obligations;
 - b. in the event that SENTEC has good grounds to fear that the Customer will not fulfil the Customer's obligations;
 - c. in the event of the Customer's liquidation or (application for) moratorium, or if the Customer, due to any cause whatsoever, loses or is likely to lose the power of disposal of the Customer's assets or a part thereof.
 - d. in the event that, due to delay on the part of the Customer, it can no longer be required of SENTEC that it will perform the agreement subject to the originally agreed terms and conditions.
2. In the cases listed in subclause 1 SENTEC will have the right to terminate or suspend the agreement with immediate effect, without prejudice to SENTEC's right to compensation

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and without being liable for any payment (of compensation).

Article 12 Force majeure

1. SENTEC will not be obliged to the fulfilment of any obligation if it is prevented from this as a result of a circumstance not attributable to its fault, and which it is not accountable for by law, a legal act, or according to generally accepted standards. In addition to the provisions of Section 75 Book 6 of the Civil Code (force majeure), a failure on the part of SENTEC in the fulfilment of any obligation vis-à-vis the Customer cannot be attributed to SENTEC in the event of any circumstance beyond the control of SENTEC as a result of which the fulfilment of obligations vis-à-vis the Customer is wholly or partly prevented or as a result of which SENTEC cannot reasonably be required to fulfil its obligations. There will be force majeure in the event of failure by suppliers or other business contacts of SENTEC, strike actions or interruption of work, (unforeseen) government measures, terrorist attacks or a specific threat thereof, war, fire, environmental disasters, power failures, computer viruses, the temporary unavailability or inadequate availability of hardware, software and/or internet connection or other telecommunication connections, which are necessary for the performance of the agreement, as well as any other situation on which SENTEC cannot exert decisive influence.
2. If due to force majeure SENTEC is unable to fulfil, or unable to fulfil in a timely manner, its obligations on the basis of the agreement, these obligations will be suspended for as long as SENTEC cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted for 30 calendar days, both parties will have the right to wholly or partly terminate the agreement in writing. In that case SENTEC will not be obliged to compensation of any damage, even if SENTEC enjoys any advantage as a result of the force majeure situation.
3. If, at the occurrence of the force majeure, SENTEC has already partially fulfilled its obligations, or can only fulfil its obligations partially, it will be entitled to invoice for the already delivered or deliverable part separately, and the Customer will be obliged to pay this invoice as if it concerned a separate agreement. However, this does not apply if the delivery already made does not have an independent value.

Article 13 Personal data

1. SENTEC processes personal data, as described in its privacy statement, which can be found at www.sentecinternational.com/privacy-statement/

Article 14 Applicable law and disputes

1. The law of the Netherlands applies to all disputes ensuing from a legal relationship, which these general terms and conditions apply to. All disputes that might arise between

SENTEC and its customers, for which no solution can be reached in mutual consultation, will be exclusively submitted to the Midden-Nederland court, location Lelystad.

Article 15 Location and amendment of the general terms and conditions

1. These terms and conditions can also be provided in the English language. In the event of a dispute regarding the contents or meaning and effect, the Dutch text will always be the determining factor for the interpretation thereof.

Almere, July 9, 2024