

General Terms and Conditions of Delivery, Payment and Use for the website of Q Plus B.V., established in Sliedrecht

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1. GENERAL

1. All our offers, agreements and the performance thereof shall be governed exclusively by these terms and conditions. Any deviations must be expressly agreed in writing.
2. In these terms and conditions, "the other party" means: any natural or legal person who has entered into, or wishes to enter into, an agreement with Q Plus B.V., as well as such person's representative(s), authorised agent(s), successor(s) in title and heirs.
3. Any terms and conditions used by the other party are expressly rejected.
4. Acceptance of an offer or placement of an order shall constitute acceptance of these terms and conditions.
5. If Q Plus B.V., for a shorter or longer period of time, whether tacitly or otherwise, permits deviations from these terms and conditions, this shall not affect its right to require immediate and strict compliance with these terms and conditions at any time. No rights may ever be derived from the fact that Q Plus B.V. has applied these terms and conditions flexibly.

2. OFFERS

1. All offers made by Q Plus B.V., in whatever form, are without obligation, unless expressly stated otherwise.
2. Any estimates, plans, drawings, designs or other documents accompanying an offer shall at all times remain the property of Q Plus B.V. and must be returned carriage paid upon first request.
3. The documents referred to in the previous paragraph may not be reproduced or made available for inspection by third parties without the consent of Q Plus B.V.
4. The sending of offers and/or other documentation shall not oblige Q Plus B.V. to accept an order. Non-acceptance shall be notified to the other party as soon as possible, but in any event within 14 days of the order date.
5. Q Plus B.V. reserves the right to refuse orders without stating reasons, or to deliver cash on delivery.
6. Q Plus B.V. cannot be held to its offers or quotations if the customer can reasonably understand that the offers or quotations, or any part thereof, contain an obvious mistake, calculation error or clerical error.

3. AGREEMENT

1. Subject to the provisions set out below, an agreement with Q Plus B.V. shall only be concluded after an order has been accepted or confirmed in writing, with the date of the confirmation being decisive. The order confirmation shall be deemed to accurately and fully reflect the agreement, unless the other party has objected to it in writing within 5 working days.
2. Any supplementary agreements or amendments made at

a later date shall only be binding if confirmed in writing by Q Plus B.V.

3. For transactions for which, by their nature and scope, no quotation or order confirmation is sent, the invoice shall be deemed to accurately and fully reflect the agreement, unless a complaint is made within 3 working days of the invoice date.
4. Each agreement shall be entered into by Q Plus B.V. subject to the condition precedent that the other party proves to be, at our sole discretion, sufficiently creditworthy for the monetary performance of the agreement.
5. Q Plus B.V. shall be entitled, upon or after entering into the agreement and before performing, or continuing to perform, to require the other party to provide security that both payment obligations and other obligations will be fulfilled.
6. Q Plus B.V. shall be entitled, if this is deemed necessary or desirable for the proper performance of the order issued to Q Plus B.V. and after consultation with the other party, to engage third parties in the performance of the agreement, in which case the costs shall be charged on to the other party in accordance with the price quotations provided.
7. The other party is obliged to provide Q Plus B.V. in good time with all information and documents required for the correct performance of the agreement.
8. Any damage resulting from the failure to provide information or documents in good time or in full and/or from the provision of incorrect information shall be borne by the other party. The other party shall indemnify Q Plus B.V. against all claims by third parties arising from the information and documents provided by the other party, including all costs of defending against such claims.
9. The information on dimensions, capacities, weights, technical specifications and other descriptions stated in offers, catalogues, brochures, price lists or on the website is indicative only and shall not bind Q Plus B.V., unless expressly provided in writing as a warranty.

4. PRICES

1. Unless stated otherwise, the prices stated by Q Plus B.V. are:
 - a. based on delivery ex warehouse Q Plus B.V. in accordance with Incoterms 2010, with costs charged in accordance with the amounts to be determined annually;
 - b. exclusive of VAT and, in the case of export, exclusive of import duties, other taxes, levies and charges;
 - c. exclusive of the costs of packaging, loading and unloading, transport and insurance;
 - d. in euros; if orders are accepted in other currencies, any exchange rate fluctuations shall be charged on.
2. In the event of an untimely announced increase in one or more cost price factors, Q Plus B.V. shall be entitled to adjust the sales price accordingly after acceptance of the order.

5. CANCELLATION

1. If, after an agreement has been concluded, the other party wishes to cancel it, at least 10% of the order price (including VAT) shall be charged as cancellation costs, without prejudice to the right to full compensation for damages, including loss of profit.
2. Cancellation of customer-specific items, custom-made products or goods ordered or manufactured specifically for the

other party is not possible. These must be purchased and paid for in full by the other party.

3. Customer-specific items shall also include products that are not available from standard stock and/or are purchased or produced specifically at the request of the other party.

6. DELIVERY

1. From the moment the purchase agreement is concluded, the purchased goods shall be at the risk of the other party.
2. Carriage-paid delivery shall only take place if and insofar as this has been agreed between Q Plus B.V. and the other party and is stated on the invoice or otherwise indicated.
3. The time of delivery shall be deemed to be the moment at which the purchased goods are ready for transport.
4. The other party is obliged to inspect the goods delivered and the packaging immediately upon delivery for any shortages and/or visible damage, or to carry out such inspection after notification from Q Plus B.V. that the goods are at the other party's disposal.
5. The other party must notify Q Plus B.V. without delay of any shortages and/or damage to the goods delivered and/or the packaging present upon delivery, and must state, or have stated, such shortages and/or damage on the delivery note, invoice and/or transport documents. Failing this, the other party shall be deemed to have approved the goods delivered. In that event, claims or other complaints in this respect shall no longer be handled and all rights of the other party in respect of such defects shall lapse.
6. Q Plus B.V. shall be entitled to deliver in parts (partial deliveries), which may be invoiced separately.
7. Delivery times are always stated approximately, unless expressly agreed otherwise in writing. The customer shall not be entitled to compensation for any damage arising as a result of the delivery time being exceeded, irrespective of the cause.
8. If, after expiry of the delivery time, the goods have not been taken delivery of by the other party, they shall be stored and held at the other party's disposal, for the account and risk of the other party.

7. TRANSPORT/RISK

1. The method of transport, shipment, packaging and the like shall be determined by Q Plus B.V. if the other party has not provided Q Plus B.V. with any further instructions.
2. Unless otherwise agreed, the other party shall assume all risk in respect of transport, shipment, packaging and the like, including fault or negligence on the part of the carrier.
3. Any specific wishes of the other party regarding transport or shipment shall only be carried out if the other party has declared that it will bear the additional costs thereof.
4. Q Plus B.V. shall be entitled to charge a fee for durable packaging materials, which shall be stated on the invoice.
5. Where such a fee is charged, it shall be set off after the packaging materials have been returned in undamaged condition.

8. FORCE MAJEURE

1. In these terms and conditions, "force majeure" means any circumstance beyond the control of the parties and/or any unforeseeable circumstance as a result of which performance of the agreement can no longer reasonably be required by the other party.

2. Q Plus B.V. shall not be liable for any damage, nor shall it be obliged to perform any obligation, if the damage is the result of force majeure or if Q Plus B.V. is prevented from performing by force majeure.
3. If, in the opinion of Q Plus B.V., the force majeure is temporary in nature, it shall be entitled to suspend performance of the agreement for as long as the circumstance constituting force majeure continues.
4. If, in the opinion of Q Plus B.V., the force majeure situation is permanent in nature, Q Plus B.V. shall be entitled to terminate the agreement.
5. Q Plus B.V. shall be entitled to claim payment for the services performed in the execution of the relevant agreement before the circumstance causing the force majeure became apparent.
6. The party that believes it is, or will be, in a situation of force majeure must immediately notify the other party thereof.
7. In these terms and conditions, force majeure shall in any event include, but shall not be limited to: strikes, staff illness, pandemics, government measures, import or export bans, disruptions to digital infrastructure, including cybercrime, fire, and the circumstance that suppliers of Q Plus B.V. fail to deliver, or fail to deliver on time.

9. INTELLECTUAL PROPERTY

1. If intellectual property rights under the law subsist in drawings, designs, models and the like produced by or on behalf of Q Plus B.V. in the preparation or performance of the agreement, such rights shall remain fully vested in Q Plus B.V.
2. The other party guarantees Q Plus B.V. at all times that the use by Q Plus B.V. of data provided by the other party will not cause Q Plus B.V. to act in breach of statutory provisions or protected rights of third parties.
3. The other party shall fully indemnify Q Plus B.V. against all direct and indirect consequences of claims brought against Q Plus B.V. by third parties on the basis of such data provided by the other party, including all costs of conducting any defence.

10. LIABILITY

1. Q Plus B.V. shall never be liable for any damage of any nature whatsoever suffered by the other party or third parties in connection with, or resulting from any act or omission in the context of, the agreement concluded between the parties, other than damage caused by intent or gross negligence on the part of Q Plus B.V.
2. Q Plus B.V. shall in no event be liable for any damage suffered by any party that has arisen from or been caused by the use of the goods delivered, whether or not in combination with other auxiliary equipment, or by their unsuitability for the purpose for which the other party purchased them.
3. In all cases, the liability of Q Plus B.V. shall be limited to direct damage suffered. Q Plus B.V. shall never be obliged to compensate indirect damage suffered by the other party or third parties, including but not limited to consequential damage, damage due to delay, business interruption losses, loss of profit and lost savings.
4. Without prejudice to the provisions of the preceding paragraphs, the liability of Q Plus B.V. shall in all cases be limited to the total amount of the relevant order, excluding VAT, subject to a maximum of €10,000.

5. The other party shall indemnify Q Plus B.V. against all claims of any nature whatsoever by any party that are directly or indirectly connected with the agreement concluded between Q Plus B.V. and the other party. The other party shall be obliged to reimburse Q Plus B.V. for all costs arising from or related to such claims, including the costs of defending against any such claim.

11. COMPLAINTS

1. If, following an inspection by the other party as referred to in Article 6 paragraphs 4 and 5, a complaint has been made, the following shall apply.
2. Any complaints shall only be handled by Q Plus B.V. if they have reached Q Plus B.V. directly and in writing within 14 days after delivery of the relevant performance, accurately stating the nature and grounds of the complaints.
3. Complaints concerning invoices must also be submitted in writing within 21 days after the invoice date.
4. After expiry of these periods, the other party shall be deemed to have approved the goods delivered or the invoice, as the case may be. In that event, complaints shall no longer be handled by Q Plus B.V.
5. If the complaint is found by Q Plus B.V. to be justified, Q Plus B.V. shall only be obliged to still deliver the agreed performance.
6. Only if and insofar as the complaint is found to be justified shall this suspend the other party's payment obligation until the complaint has been settled.
7. Return of the goods delivered may only take place with the prior written consent of Q Plus B.V., subject to conditions to be determined by Q Plus B.V.
8. Complaints concerning visible defects must, on penalty of forfeiture of rights, be made immediately after discovery, but no later than five days after delivery, stating reasons. Complaints concerning non-visible defects must, on penalty of forfeiture of rights, be made immediately, but no later than 14 days after discovery, stating reasons.
9. If the complaint is found by Q Plus B.V. to be unfounded and the other party does not agree with this assessment, the parties shall jointly proceed to appoint a recognised inspection institute to carry out a re-inspection of the goods delivered.
10. If the inspection institute establishes that the goods delivered comply, the other party shall be obliged to compensate Q Plus B.V. for all damage suffered by Q Plus B.V. as a result of this re-inspection, explicitly including all costs connected with the re-inspection.
6. 11. On penalty of forfeiture of any claim against Q Plus B.V., the other party is obliged to carefully store the products to which the complaint relates and to leave them untouched until the inspection has been fully completed, and to make them available at the first request of Q Plus B.V. and/or the inspection institute.
7. 12. Legal claims must be brought within twelve months after a timely complaint, on penalty of forfeiture of rights. If the parties have jointly proceeded to appoint a recognised inspection institute, a shortened limitation period of six months shall apply, which shall commence after the final assessment or final decision of the inspection institute.

12. WARRANTY

1. Subject to the limitations set out below, a warranty shall be provided for the goods supplied by Q Plus B.V. for a period to be agreed in further detail. This warranty shall be limited to manufacturing defects that occur and shall not cover malfunctions caused by components of the goods delivered that are subject to any form of wear or consumption.
2. The warranty shall lapse if the goods delivered are used improperly by the other party and/or by third parties engaged by the other party.
3. The warranty shall also lapse if work or modifications are carried out on the goods delivered by the other party and/or by third parties engaged by the other party.
4. If Q Plus B.V. replaces parts in fulfilment of its warranty obligation, the replaced parts shall become the property of Q Plus B.V.
5. If the other party fails, partially fails or fails in good time to fulfil any obligation arising from the agreement concluded between the parties, Q Plus B.V. shall not be obliged to provide any warranty for as long as that situation continues.

13. RETENTION OF TITLE

1. Goods delivered shall remain the property of Q Plus B.V. until all deliveries and work performed, or still to be performed, by Q Plus B.V. under the agreement, including interest and costs, have been paid for by the other party.
2. In the event of suspension of payment, bankruptcy, suspension of payments, liquidation of the other party, or death if the other party is a natural person, Q Plus B.V. shall be entitled, without notice of default or judicial intervention, to cancel the order in whole or in part and to reclaim the unpaid part of the goods delivered. Cancellation and repossession shall be without prejudice to the right to compensation for loss or damage.
3. In the cases referred to in the previous paragraph, every claim of Q Plus B.V. against the other party shall become immediately and fully due and payable.
4. If and for as long as Q Plus B.V. is the owner of the goods, the other party shall not be entitled to sell, rent out, provide for use, pledge or otherwise encumber them, other than by using, providing for use or reselling the goods in the ordinary course of its business.
5. As security for the correct payment of all claims, on whatever grounds, Q Plus B.V. shall additionally acquire a non-possessory pledge — by the creation of the claim — on all goods into which the goods delivered by Q Plus B.V. have been incorporated, or of which they form part.
6. The order signed by the other party and the subsequent written acceptance by Q Plus B.V. shall constitute a private deed within the meaning of the law.
7. If and for as long as Q Plus B.V. is the owner of the goods, the other party shall immediately notify Q Plus B.V. if the goods are, or are threatened to be, seized or if any other claim is made to those goods, and shall immediately and expressly inform the attaching party or the party making a claim to those goods of Q Plus B.V.'s ownership rights.

14. PAYMENT

1. Unless otherwise agreed in writing, payment must be made in cash without discount or set-off upon delivery, or by deposit or transfer into a bank or giro account designated by Q Plus B.V. within 30 days after the invoice date.
2. The stated value date on the bank/giro statements of Q Plus B.V. shall be decisive and shall therefore be regarded as the date of payment.
3. All payments made by the other party shall be applied first to the payment of any interest and collection costs incurred by Q Plus B.V. and subsequently to the payment of the oldest outstanding invoices.
4. If the other party:
 - a. is declared bankrupt, assigns its estate, files a petition for suspension of payment, or has all or part of its property attached;
 - b. dies, is placed under guardianship or is dissolved;
 - c. fails to fulfil any obligation imposed on it by law or under these terms and conditions;
 - d. fails to pay an invoice amount, or part thereof, within the prescribed period;
 - e. ceases or transfers its business or a substantial part thereof, including the contribution of its business to a company to be incorporated or already existing, or changes the object of its business, Q Plus B.V. shall, by the mere occurrence of such event, have the right either to dissolve the agreement or to demand immediate payment in full of any amount owed by the other party on account of the services provided by Q Plus B.V., without any warning or notice of default being required, all without prejudice to the right to compensation for costs, damage and interest.

15. INTEREST AND COSTS

1. If payment has not been made within the period specified in the previous article, the other party shall be in default by operation of law and shall owe interest of 1% per month, or part thereof, on the outstanding amount from the invoice date.
2. All judicial and extrajudicial costs to be incurred shall be borne by the other party.
3. The judicial costs shall also include all actual costs of legal assistance and representation incurred during legal proceedings, insofar as these exceed the statutory scale of costs.
4. The extrajudicial collection costs shall amount to at least 15% of the amount owed by the other party, including the aforementioned interest.

16. DISPUTES AND GOVERNING LAW

1. All offers and agreements of Q Plus B.V. and the performance thereof shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
2. All disputes, including those regarded as such by only one party, arising from or relating to the agreement to which these terms and conditions apply, or to the relevant terms and conditions themselves and the interpretation or performance thereof, whether factual or legal in nature, shall be settled by the competent civil court within whose jurisdiction the registered office of Q Plus B.V. is located, unless the sub-district court has jurisdiction.

17. WEBSITE TERMS OF USE (disclaimer)

1. These terms of use also apply to agreements concluded via the website and/or online shop of Q Plus B.V. (www.qplus.nl), hereinafter referred to as the website, and any other websites managed by Q Plus B.V.) and to all information available thereon.
2. The provisions of this article apply in addition to the preceding provisions and shall not affect those provisions.
3. By visiting and using the website, the visitor accepts the terms of use and undertakes to comply with these terms of use.
4. The information on the website is intended as information for the customers and suppliers of Q Plus B.V. and other interested parties. Q Plus B.V. makes every effort to keep the content of the website as error-free and up to date as possible. Nevertheless, errors or inaccuracies may occur on a web page. This website also contains information from third parties and links to third-party websites. These do not fall under the responsibility of Q Plus B.V. and may impose different terms of use. Q Plus B.V. is not responsible or liable for any inaccuracy, incompleteness, unreliability or quality of the information on its website and/or on the sites and sources to which reference is made.
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6. Information provided by Q Plus B.V. on its website is for personal use and may only be used in publications by third parties with written permission. Unauthorised or improper use of the website or parts thereof, such as unique design elements, including pricing matrices, may constitute an infringement of Q Plus B.V.'s intellectual property rights and patent claims. All names and trademarks appearing on the website are protected. The visitor acknowledges the copyrights and intellectual property rights relating to the website and shall not infringe them.
7. The visitor is not permitted to make any changes to the website, the information placed on it or the way it operates, including specifically by means of viruses. Deliberate external modifications not authorised by Q Plus B.V. shall result in legal proceedings.
8. Q Plus B.V. endeavours to keep the website free of viruses, but cannot guarantee this and accepts no responsibility whatsoever for any virus distribution via its website. The visitor undertakes to take all necessary measures to prevent the uploading or downloading of viruses to or from the Q Plus B.V. website.
9. Q Plus B.V. accepts no liability for consequential damage arising from the non-arrival of electronic communications such as web orders or emails.
10. The visitor may log in using a username and password. The visitor undertakes to use these personally only and not to disclose them to third parties. The visitor undertakes to cooperate in preventing unauthorised access. The rights and options associated with a username and password are linked personally to the visitor and to the visitor's employer and shall lapse immediately if the visitor accepts another position outside

that company or is otherwise no longer authorised to make purchases for their employer. Misuse of the username and password and any resulting damage shall be recovered from the visitor personally.

11. Incorrect product applications resulting from technical choices made by the website visitor without advice from Q Plus B.V. shall be entirely for the account of the user and shall fall outside the normal product warranties.
12. Delivery times stated on the website are indicative and never binding.
13. Q Plus B.V. has the right to deny visitors access to the website and/or related services and to monitor compliance with such denial of access. Visitors shall be informed of this in writing, stating the reasons.