

GENERAL TERMS AND CONDITIONS OF DELIVERY OF TCHAI INTERNATIONAL B.V.

Article 1. Identity

We are Tchai International B.V. (but to make things easy, we will call ourselves Tchai from now on). You can find us at the following address:

Kolenbranderstraat 24
2984 AT Ridderkerk
CoC number: 24177191
VAT number: NL009015048B01

Article 2. Definitions

- 2.1 Tchai: The user of these General Terms and Conditions (hereafter: the Terms and Conditions).
- 2.2 Customer: Any natural person who or legal entity that, for whatever reason, enters into a contract with Tchai in their professional or business capacity.
- 2.3 Products: All goods sold by Tchai.
- 2.4 Services: All services that Tchai offers and performs for the Customer.

Article 3. Scope

- 3.1 These Terms and Conditions apply exclusively to and are part of every offer from Tchai and every agreement concluded between you and Tchai. If these Terms and Conditions are deviated from, we will first have discussed this and agreed it in writing. The general terms and conditions of you as a Customer do not apply, unless we indicate that they do.
- 3.2 Tchai can modify or supplement the Terms and Conditions at any time for future orders. You will, of course, be informed in advance if the Terms and Conditions change. The changed Terms and Conditions will be binding from the date indicated by us. If a provision in these Terms and Conditions turns out to be void or cannot be enforced for any other reason, this provision will be disregarded. This will not affect the validity and enforceability of the other provisions. These other provisions will always remain in full force. Parties will do everything possible to replace any invalid provision by a provision that is valid.

Article 4. Quotations and offers

- 4.1 All quotations by Tchai are subject to contract. This is only different if the quotation states a term for acceptance. If you do not sign the quotation within the term specified, it will expire. For future agreements you cannot automatically assume the same agreements as stated in a previous quotation.
- 4.2 Our quotations are based on the information supplied by you. If that information turns out to be incorrect or if we make a mistake or writing error in the quotation, you cannot hold us to it. After all, to err is only human. In that case, we are entitled to issue a new quotation. It is important that we agree on all parts of the quotation. If we do not, no agreement will be concluded.
- 4.3 We like clarity, so our agreements are only concluded in writing, which includes by means of an email.
- 4.4 A combined quotation does not oblige Tchai to execute part of the quotation against a proportional part of the agreed price.

Article 5. Prices

- 5.1 All prices in a quotation or offer are exclusive of VAT. Other government levies and additional costs are also

excluded. Additional costs are travel, shipping and administrative costs. This is different if we have indicated this in the quotation.

- 5.2 If prices or rates of price-determining factors, such as wages, materials, currency differences, import duties and insurance rates, are increased for any reason whatsoever, Tchai may unilaterally adjust the price, but not after you have been informed by us in advance.

Article 6. Payment

- 6.1 We will send you an invoice for our Products and Services. We expect you to pay this invoice within the term we have specified and in the currency of the invoice.
- 6.2 You will be in default if you fail to pay the invoice on time. In that case, we can claim statutory commercial interest. The interest on the amount due will then be calculated from the moment that you are in default until the moment you have paid the amount. The amount of the outstanding invoice or invoices will also be increased with a set fee of 15% of the outstanding amounts, with a minimum of €50 per unpaid invoice. In addition, Tchai also has the right to claim loss, damage and costs actually incurred. These include any legal costs and lawyer's fees necessary to incite you to pay.
- 6.3 If Tchai owes you money, this amount may be set off against any amount you still owe us. Conversely, you may not rely on suspension of your obligations or setoff against any claims you have against us.
- 6.4 We are entitled to request an advance payment from you as security for compliance with your obligations. We are not obliged to pay interest on these advance payments.
- 6.5 If you do not agree with the amount of the invoice, you must inform us by email or letter within the payment term of the invoice. If you fail to do so, the invoice will be considered irrevocably and unconditionally accepted.

Article 7. Delivery, risk and transport

- 7.1 Delivery of our Products is subject to the most recently applicable Incoterms. Our deliveries are Ex Works. This means that you, as a Customer, are responsible for transport from the Tchai warehouses to the destination and for the associated costs and formalities, unless agreed otherwise in writing.
- 7.2 Tchai makes every effort to deliver the Products and provide the Services within the delivery period discussed. The periods we have stated in the agreement are free of obligation and are not guarantees. If Tchai is unable to comply with this, this does not entitle you to terminate the agreement or claim compensation. We will, of course, inform you as quickly as possible if we think we will not be able to meet the delivery term. In that case, we will look for a solution together with you.
- 7.3 If no instructions are given by you, the method of transport and packaging will be reasonably determined by us, without us bearing any liability and without us being obliged to take back the packaging.

Article 8. Retention of title

- 8.1 The Products we deliver to you remain our property until you have fulfilled all agreements made. This includes payment of invoices, any interest and other costs.
- 8.2 Because of the retention of title, you are not allowed to sell our Products on or transfer or pledge them to a third party.
- 8.3 We assume that, as a Customer, you will do everything to safeguard Tchai's rights of ownership. This means that

	you must keep the Products that are subject to the retention of title in such a way that they are still recognisable as being from Tchai.		out by our insurance company in the specific case. Moreover, our liability never exceeds twice the invoice value of the part of the order for which we are liable.
8.4	Moreover, you will notify third parties (such as insolvency practitioners or attaching parties) who claim any right in relation to the Products that are subject to Tchai's retention of title of Tchai's rights as quickly as possible and inform us of this as soon as possible.	11.3	We are only liable for direct damage or loss. It includes the reasonable costs to ascertain the cause and scope of the damage or loss. It also includes the reasonable costs incurred by you to ensure that our defective performance conforms to the agreement, or the reasonable costs incurred by you to prevent or limit any damage or loss.
8.5	If you are unable to pay our invoices and we have to rely on the retention of title, you are obliged to return the Products to us at our request. This will be at your own expense.	11.4	Tchai is never liable for indirect damage or loss. This concerns, for example, loss of goodwill, reputational damage, business interruption loss and lost profit.
8.6	As long as we can rely on the retention of title, you are obliged to insure these Products against fire, theft, explosion and/or water damage. We request that you provide us with a copy of the policy at the time we request it. It goes without saying that if and when insurance is paid out, Tchai will be entitled to these insurance payments.	11.5	We are not liable for the consequences of incorrectness of the information provided by you or on your behalf. Nor are we liable for inaccuracies or incompleteness caused by your incorrect, or at least improper, use of our products.
		11.6	Of course, the limitation of liability does not apply if we
	Article 9. Intellectual property		Article 12. Indemnification
9.1	All intellectual property rights accrue to Tchai, our suppliers and other entitled parties. These rights are patent rights, copyrights, trademark rights, drawing and design rights, methods and concepts.	12.1	You are obliged to indemnify Tchai against all costs, damage and loss that Tchai has incurred or suffered or will incur or suffer as a result of claims from third parties arising from the use of our Products.
9.2	As a Customer, you are not permitted to use our intellectual property. This means that you are not permitted to make changes to it, unless we have agreed otherwise.	12.2	If we are nevertheless challenged by third parties, you are obliged to assist us judicially and extrajudicially (that is, in and out of court). All costs incurred and damage and loss suffered by Tchai in that case will be at your expense.
9.3	Our intellectual property rights may not be copied, used or disclosed to third parties without our prior written consent.		Article 13. Force majeure
	Article 10. Investigation and complaint period	13.1	In the event of force majeure, Tchai can terminate the agreement without any obligation to pay compensation, after we have informed you of this in writing. In that case, we do not owe you any compensation. If we rely on termination because of the situation of force majeure, you are obliged to pay us for the performance we already delivered before the situation of force majeure started. Tchai also has the choice to suspend the further execution of the agreement in whole or in part as a result of the force majeure situation. In the event of suspension, Tchai can still decide to terminate the agreement in whole or in part. We will, of course, always inform you of any situation of force majeure.
10.1	Immediately after delivery you must inspect the Products and check whether the delivery corresponds to what has been agreed. If there are visible defects to the Products that you have received from us, you must report this to us within 10 working days of the delivery of the Products. For non-visible defects, you must notify us in writing within 5 working days of discovery. If you do not inform us of the complaints on time, you are no longer entitled to repair, replacement or compensation.	13.2	Examples of force majeure are strikes, illness among personnel, fire, flood, water damage, war and uprisings, export and/or import restrictions, interruption of business operations, power failures, disruptions in the telecommunications network, non-delivery or late delivery by suppliers or other third parties engaged, theft or misappropriation from our warehouses and workshops and furthermore all circumstances in which Tchai cannot reasonably be expected to fulfil its obligations towards you.
10.2	If you have reported defects on time, we will make an appointment with you to investigate the Products. You are entitled to repair and/or replacement if we ascertain that your complaint is justified. It is up to us to determine whether the Product will be replaced or repaired. If we cannot replace or repair the product, you will be refunded the (full) amount you have paid to us, in so far as reasonable. Tchai never pays additional compensation.		Article 14. Contract term, suspension, termination, cancellation of the agreement
10.3	If your complaint is shown to be unjustified and we have to incur additional costs, these costs will be at your expense.	14.1	If you, as a Customer, do not properly fulfil your obligations, are declared bankrupt, apply for a moratorium on payments, are placed under guardianship, transfer your shares to a third party as a result of which you no longer have a majority of the shares, cease or liquidate your business, or if you are confronted with important changes in your financial resources, Tchai will be entitled to dissolve the agreement with you without judicial intervention, without prejudice to our further rights to compensation. In that case, Tchai will also be authorised to suspend its obligations.
10.4	We cannot accept your complaints if it appears that you have stored the product incorrectly, have used it incorrectly or have not maintained it properly. If there are circumstances beyond Tchai's control (such as extreme weather conditions), we can unfortunately not offer you any guarantee.	14.2	If we have concluded a permanent agreement, both parties
	Article 11. Liability		
11.1	We will, of course, honour our agreements wherever possible. Should we fail to do so, our liability will be limited as follows.		
11.2	First of all, our liability never exceeds the amount paid		

will have the right to terminate the agreement in writing subject to 30 days' notice. This is different if we have made other agreements. If we have concluded a fixed-term agreement, only Tchai will be able to terminate it in writing subject to 30 days' notice. We will, of course, inform you in a timely manner when we want to rely on termination and tell you what consequences the termination will have for the remaining term of the agreement.

Article 15. Confidentiality

- 15.1 There is a possibility that you or we hear or see confidential information about each other when concluding or executing the agreement. You are not allowed to disclose this confidential information to third parties without our prior written consent. Information is considered to be confidential if such has been communicated by us to you or if this follows from the nature of the information.

Article 16. Execution by third parties

- 16.1 Tchai can engage third parties for the execution of the agreement. All previous clauses concerning the exclusion or limitation of liability and that relate to the indemnification of Tchai against claims from third parties are also stipulated for the benefit of those who are employed by Tchai and for third parties through whose actions or omissions Tchai can be liable.

Article 17. Miscellaneous

- 17.1 If you want to transfer the rights and obligations under our agreement and these Terms and Conditions to third parties, you require our prior written consent.
- 17.2 Tchai can transfer all rights and obligations under this agreement and these Terms and Conditions to others. Tchai will, of course, inform you of this in advance.
- 17.3 It is possible that multiple parties simultaneously act as Customer. In that case, all these parties will be jointly and severally liable, in the sense that each of these parties can be held fully accountable for the obligations under the agreement.
- 17.4 We will, of course, handle your personal data correctly and respectfully. You can read more about this in our Privacy Statement, which you can find on our website.

Article 18. Applicable law, competent court

- 18.1 The agreement is always subject to Netherlands law. The United Nations Convention on Contracts for the International Sale of Goods explicitly does not apply.
- 18.2 We will, of course, always try to resolve disputes in mutual consultation first. However, if this is unsuccessful, the dispute will have to be submitted to the court. This will be the court in the district where Tchai has its registered office. This is only different if the law requires a different competent court. In that case, the dispute will be presented to the court designated by law.
- 18.3 If you are located outside the European Economic Area, disputes between us will be resolved through arbitration in accordance with the conditions of the International Chamber of Commerce (ICC). This arbitration will take place in Rotterdam and will be held in the Dutch language.