



## GENERAL TERMS AND CONDITIONS OF SERVICE FOR THE LIMITED LIABILITY COMPANY FORWARD SUPPORT TRADING B.V.

### Article 1: Definitions

In these terms and conditions, the party issuing these conditions, i.e. the seller/supplier, shall be referred to as Forward Support Trading BV, hereafter called Forward Support, and the buyer/customer shall be referred to as the purchaser.

### Article 2: Applicability of conditions

- a. These terms and conditions shall apply to all requests, assignments and agreements regarding services provided by Forward Support, insofar as these terms and conditions are not expressly set aside in writing by the parties. Amendments or additions to these terms and conditions may only be considered binding upon express written consent of Forward Support.
- b. If one or more stipulations of these terms and conditions, for whatever reason, should become invalid, the rest of these terms and conditions shall remain in effect and the parties shall determine in mutual consultation a stipulation to replace the invalid stipulation, whereby the aim and purpose of the original stipulation shall be taken into due account.
- c. The purchaser, having once entered into a contract with Forward Support according to these general terms and conditions, is considered to have automatically agreed to apply these terms and conditions to any subsequent verbal, written, faxed or automated request, assignment or agreement.
- d. The general terms and conditions of the purchaser are hereby expressly dismissed, unless those general terms and conditions are expressly accepted by Forward Support in writing.

### Article 3: Offers

- a. Offers and tenders made by Forward Support shall be free of obligation and subject to withdrawal and shall expire no later than 30 days after the date of the offer, unless expressly agreed by the parties in writing.
- b. The purchaser may not hold Forward Support to an offer or tender if the said offer or tender, or part thereof, contains an apparent mistake or misprint which the purchaser should reasonably be expected to recognise as such.
- c. An agreement shall be considered to have been concluded only when it is confirmed in writing by Forward Support, or when the purchaser has signed the contract offered by Forward Support, or upon actual performance.
- d. The agents of Forward Support are not competent to bind Forward Support unconditionally. They are only allowed to contract subject to the approval of Forward Support.
- e. Unless otherwise stated, all quotations shall be issued on condition of pricing changes; however, the purchaser may not derive any right from such a change to dissolve the contract.
- f. Unless otherwise stated, the prices quoted by Forward Support shall be exclusive of VAT and other government levies, and shall be stated in Euros, unless otherwise agreed.
- g. Any exchange rate variation is at the risk of the purchaser.

### Article 4: Performance of services

- a. Forward Support shall, to the best of its ability, perform the service with care and attention, in accordance with written agreements and procedures established with the purchaser. If it is agreed that the service should be performed in phases, Forward Support is entitled to delay the commencement of services belonging to a later phase until the purchaser has approved the results of the previous phase in writing.
- b. Forward Support is not obliged to adhere to instructions that change or add to the content or scope of



the agreed services.

- c. The date or period stated in the assignment/agreement regarding the time the services should take place shall not be considered a deadline. Should the period be exceeded, the purchaser must first notify Forward Support in writing that Forward Support is in breach, and offer a reasonable period in which Forward Support may still fulfil the contract.
- d. The purchaser is obliged to purchase the services at the time they are offered.
- e. The purchaser is obliged to inspect the services (or have them inspected) at the time the services are performed. In the event of quality complaints, the purchaser must submit a complaint in writing to Forward Support. Complaints will be processed only if submitted within 5 days after inspection, stating in detail the nature and extent of the complaint.
- f. The purchaser may not derive any rights from the fact that a complaint has been entered for processing.
- g. The purchaser must keep the items relating to the complaint available for Forward Support and, upon request, return them to Forward Support. If this is not done, Forward Support is entitled to suspend processing of the complaint.
- h. If Forward Support deems a complaint to be justified, Forward Support is exclusively obliged to perform the service again; the purchaser is not entitled to loss compensation.
- i. If the purchaser has submitted a complaint within the stipulated time, the purchaser's payment obligation nevertheless remains in effect. In such a case, the purchaser is also obliged to purchase and pay for any other services performed.

#### **Article 5: Changes and contract extras**

- a. If, on the request or with permission of the purchaser, Forward Support has performed work or other activities outside the content or scope of the agreed services, Forward Support's work or activity shall be compensated by the purchaser in accordance with Forward Support's usual rates. Forward Support is never obliged to comply with such a request and may require a separate written agreement to be made. The purchaser accepts that contract extras may influence the agreed or expected time of commencement and/or completion of the services and the mutual responsibilities of the purchaser and Forward Support.
- b. Contract extras shall never qualify as grounds for dissolution or termination of the agreement.
- c. Insofar as a fixed price has been agreed for the service and parties intend to conclude a separate agreement for extra work or performance, Forward Support shall provide information to the purchaser in advance regarding the financial consequences of the extra work or performance.

#### **Article 6: Suspension, dissolution and premature cancellation of the contract**

- a. Forward Support is entitled to suspend the fulfilment of the obligations or further performance of the contract or to dissolve the contract if:
  - there is a case of force majeure;
  - the purchaser fails to fulfil the obligations arising from the contract and/or these terms and conditions of sale, or does not fulfil them fully or in a timely fashion;
  - after concluding the contract, circumstances come to the knowledge of Forward Support which give good justification for concluding that the purchaser will not fulfil its obligations;
  - the purchaser is declared bankrupt, has requested suspension of payment, has suspended operations or liquidated its business, attachment is laid on a considerable portion of its capital or transfers its company to a third party;
  - in concluding the contract, Forward Support has asked the purchaser to provide security for the fulfilment of contract obligations and this security is not provided or is insufficient;
  - due to the delay on the part of the purchaser, Forward Support can no longer be expected to



fulfil the contract under the conditions originally agreed.

- b. Furthermore, Forward Support is entitled to dissolve the contract if circumstances arise which are of such a nature that the fulfilment of the contract becomes impossible or otherwise if circumstances arise that are of such a nature that maintaining the contract as originally agreed cannot be reasonably demanded of Forward Support.
- c. If the contract is suspended or cancelled, the claims of Forward Support against the purchaser shall be immediately payable. If Forward Support suspends fulfilment of the obligations, its claims stemming from the law and the agreement shall be upheld.
- d. If Forward Support proceeds to dissolution or suspension, it is under no circumstances obliged to compensate resultant loss and costs incurred by the purchaser.

#### **Article 7: Force majeure**

- a. During a situation of force majeure, the obligations of Forward Support shall be suspended. As force majeure is considered any special circumstance, which makes the performance of the obligations by Forward Support impossible or so burdensome, that this cannot reasonably be expected of Forward Support, such as machinery defects, interruptions in power supply, absence of personnel due to illness, everything within the business of Forward Support and at third parties providing necessary materials to Forward Support, as well as during storage or transport whether or not by Forward Support's own personnel, war, mobilisation, strike, labour disturbances, revolution, revolt, disturbance, gale, floating ice, flood, stagnation in the delivery of electricity or water, industrial fire, industrial stagnation caused by machinery failure or difficulties in the delivery of energy, obstructions in traffic, the being in default of suppliers, pandemic etc. Expressly included herein are consequences of terrorist threat and related restrictions in business operations and transport imposed by the competent authorities, and all causes originating outside the spheres of liability and risk of Forward Support, including any failure of third parties involved in the fulfilment of the agreement, whether or not at the behest of Forward Support.
- b. If the period in which force majeure prevents the fulfilment of obligations by Forward Support lasts longer than two months, Forward Support is entitled to dissolve the part of the contract which has not yet been performed, or to demand that the content of the agreement is changed in such a way that performance remains possible, without any loss compensation obligation arising in such a case.
- c. If, at the time the force majeure arises, Forward Support has already fulfilled some of its obligations or is only able to fulfil some of its obligations, it is entitled to invoice the part already provided and/or the part that can be provided separately and the purchaser is obliged to pay this invoice as if it related to a separate contract.
- d. Forward Support also has the right to appeal to force majeure if the circumstance which hinders fulfilment, or further fulfilment of the contract arises after Forward Support should have fulfilled its contract.
- e. Forward Support is obliged to notify the purchaser of its appeal to force majeure immediately by e-mail or registered letter.

#### **Article 8: Liability and indemnity**

- a. In the event of non-performance, late or inadequate provision of services, the cumulative liability, based on whichever legal ground, on the part of Forward Support shall be limited to the net sale price or the net invoice amount of the services not provided or provided inadequately or too late and shall never lead to a payment obligation of Forward Support of an amount higher than the net sale price or the net invoice amount, except insofar as intent or gross negligence of Forward Support's managers and directors is involved.
- b. Forward Support shall never under any circumstances be held liable for indirect loss, including consequential loss, business interruption loss, loss of profit or any other loss than that listed above, with the exception of loss as stipulated in Book 6, Section 190, paragraph 1 of the Netherlands Civil Code which is attributable to Forward Support or which falls to its account. The liability of Forward



Support flowing from Book 6, Section 190, paragraph 1 of the Netherlands Civil Code is limited to the maximum of the amount of coverage provided under the insurance policy of Forward Support. If the insurer in any case does not provide compensation or the loss is not covered by the insurance, the liability of Forward Support shall be limited to the net invoice value.

- c. The purchaser indemnifies Forward Support for any agreements with third parties in connection with the fulfillment of the contract.

#### **Article 9: Payment and debt collection costs**

- a. The purchaser shall pay invoices from Forward Support within 30 days after the invoice date. Payment of the invoice in no way implies a surrender of the right to revisit the execution of the assignment.
- b. After a period of thirty days subsequent to the invoice date, the purchaser shall be considered in default if payment has not been made; no notification of default shall be required. The purchaser is also required to compensate the statutory commercial interest plus 2% over the amount owed, to be calculated over the duration of the default period.
- c. Should its invoices not be paid within the agreed payment period, Forward Support is entitled to suspend any and every delivery until the outstanding invoices are paid, or until a bank guarantee is obtained providing security for the payment of past and future deliveries.
- d. Forward Support is entitled to cancel the contract, insofar as it has not been completely performed, if the purchaser remains in default of payment of the outstanding purchase sum within 48 hours after receiving a payment demand by fax or by registered letter. In that case, Forward Support is entitled to demand compensation for the full loss resulting from the purchaser's breach of contract.
- e. The purchaser is not entitled to offset its own claims against those of Forward Support or to suspend its payments.
- f. Should the purchaser be in breach or default of the observance of its obligations, all reasonable costs incurred in order to obtain extrajudicial satisfaction shall be for the account of the purchaser. In any case, the purchaser shall be charged 15% of the principal, with a minimum €500.00, regardless of whether these costs were actually incurred.
- g. If Forward Support demonstrates that it has incurred higher costs which can reasonably be considered necessary, these shall also be eligible for compensation.

#### **Article 10: Applicable law/disputes**

- a. All agreements are deemed to have been concluded in The Netherlands. The laws of The Netherlands shall govern the agreement.
- b. All disputes arising from the agreement and/or these sales conditions shall be adjudicated exclusively by the competent court of Rotterdam.

#### **Article 11: Change and location of conditions**

- a. The general terms and conditions of Forward Support are stated on the website of Forward Support. On the address <http://forwardsupport.nl/site/downloads> the most recent version of the general terms and conditions can be viewed, downloaded and/or printed directly.
- b. The most recent version of the general terms and conditions of Forward Support applies on the contract with the supplier. Forward Support has the right to unilaterally modify her general terms and conditions. Modifications also apply to contracts already concluded. Modifications shall be announced in writing or by e-mail to the supplier and shall enter into force thirty (30) days after the announcement.