



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

Article 1: Definitions

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

Article 2: Applicability of conditions

- a. These terms and conditions shall apply to all requests, assignments and agreements regarding goods to be supplied and services provided to 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 supplier, 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 supplier are not applicable unless those general terms and conditions are expressly accepted by Forward Support in writing.

Article 3: Offers

- a. The offer made by the supplier shall be considered binding for at least 4 weeks from date of issue, unless otherwise agreed by the parties in writing. The offer is considered to be an irrevocable offer from the supplier.
- b. The supplier is always obliged to inform Forward Support of price reductions, including upcoming price reductions, even before a contract is established between the parties.
- c. The offer shall be drawn up at the supplier's expense.
- d. The price stated in the offer is fixed and is also considered to represent all costs necessary to deliver the goods and/or services to the location designated by Forward Support.
- e. An offer submitted to Forward Support can only result in an agreement after it has been accepted, in writing, by Forward Support.
- f. The agents of Forward Support are not competent to bind Forward Support unconditionally. They are only allowed to sell or buy subject to the approval of Forward Support.

Article 4: Delivery

- a. Unless otherwise agreed, delivery shall be by free domicile to the delivery address agreed with Forward Support.
- b. The delivery date or period stated in the assignment/agreement shall be considered an exact deadline and shall apply to the entire delivery.
- c. The delivery is for the risk of the supplier until it arrives at the agreed delivery location and is accepted and received by Forward Support. Title transfers to Forward Support at the time of delivery.



- d. If circumstances arise which lead to an expectation that an agreed delivery date or period will be exceeded, the supplier must immediately inform Forward Support, stating the reasons, and afterward send written confirmation to Forward Support.
- e. In the event the agreed delivery date or period is exceeded, Forward Support is entitled—without prior notification of breach—to impose on the supplier a penalty of 1% of the price of the delivery per calendar week or partial calendar week, up to a maximum of 5%, immediately payable on the date imposed. Imposing, collecting or settling the penalty shall not prejudice the right of Forward Support to demand compliance.
- f. Retention of title claims made by the supplier shall not apply. Forward Support hereby expressly rejects any such claims. The supplier hereby expressly accepts this rejection of claim.

Article 5: Quality and guarantee of delivery

- a. The supplier guarantees Forward Support that the delivery:
 - Is of good quality and free of flaws;
 - Is completely in accordance with stipulations in the agreement and stated specifications;
 - Is suitable for the purpose for which the delivery is intended by virtue of the nature of the item or according to the order;
 - Meets the applicable Dutch and European legal and regulatory requirements as well as industry safety and quality standards.
- b. Forward Support has the right to inspect the shipment or have it inspected before delivery. The supplier must provide all necessary cooperation to this end. If the shipment is rejected, Forward Support shall inform the supplier and Forward Support may choose to have the shipment replaced or require restoration or proceed to dissolution or cancellation of the agreement.
- c. The warranty period for the delivery shall comprise at least 12 months from the time the delivery is taken into use by Forward Support.
- d. If, within the warranty period, the delivery is found to fall short of the stipulations in section a. of this article, the supplier shall, on the first request and at the discretion of Forward Support, repair or replace the delivery within two weeks. If the supplier remains in default of its warranty obligations, Forward Support has the right to arrange replacement or repair at the expense of the supplier, whether or not with the assistance of a third party. Forward Support shall inform the supplier in writing in advance of this step when possible.
- e. For replaced or repaired items belonging to a delivery by the supplier, a new warranty period equal to the original period shall apply.

Article 6: Payment

- a. Forward Support shall pay the invoice of the supplier within 30 days after receipt of the invoice, under the condition of acceptance of the delivery. If Forward support does not pay the invoice for any reason, the supplier grants Forward Support a further new term to be agreed for payment. Only after Forward Support does not pay the invoice within the new agreed term, Forward Support is in default, subject to force majeure and after written notice of default, after which Forward Support is an interest due equal to the Euribor interest with a maximum of 3%. Forward Support never owes extrajudicial costs.
- b. Payment of the invoice shall not constitute a waiver of any right to come back to the execution of the order.
- c. Forward Support is entitled to offset outstanding claims against amounts due to the supplier.

Article 7: 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:



- the supplier 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 supplier will not fulfil its obligations;
- b. If Forward Support proceeds to dissolution or suspension, Forward Support is in no way obliged to provide compensation for loss or costs incurred by the supplier.
- c. If Forward Support completely or partially cancels an order that has already been placed, the items ordered and made ready, plus any related shipping and delivery costs and labour time reserved for the execution of the agreement cannot be charged to Forward Support.
- d. If Forward Support suspects that the supplier does not or will not fulfil its obligations, Forward Support is entitled to demand sufficient security from the supplier and for account of the supplier, such as a bank guarantee. If the supplier remains in default in providing the required security, Forward Support is authorized to suspend its obligations or to dissolve the agreement.

Article 8: Dissolution

- a. Regardless of any other rights accruing to Forward Support, Forward Support is entitled to fully or partially dissolve the contract without further notice of default by means of a written notification if:
1. the supplier is in default of fulfilment of one or more obligations stemming from the contract and/or these purchasing terms and conditions;
 2. the supplier 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;
 3. the products are rejected after an inspection or re-inspection by or on behalf of Forward Support.
- b. In the event of dissolution, delivery remains at the risk of the supplier. The goods remain at the supplier's disposal and must be picked up by the supplier. The supplier shall immediately refund all payments made by Forward Support relating to the dissolved agreement.

Article 9: Liability and indemnity

- a. The supplier is liable for all loss suffered by Forward Support as a result of attributable failure by the supplier to fulfil the contract and/or these terms and conditions of purchase in a timely or appropriate manner.
- b. The supplier indemnifies Forward Support for any claims by third parties in connection with the fulfilment of the contract.

Article 10: Force majeure

- a. During a situation of force majeure, Forward Support is entitled to suspend the fulfilment of her obligations for the duration of the force majeure. If the length or the seriousness of the force majeure makes such necessary – and such is solely at our discretion – Forward Support is entitled to rescind the contract, to the extent that this contract has not yet been performed, without judicial intervention and without any obligation to pay damage. Of the calling upon force majeure and of the rescission, immediately notification must be given by registered letter to the supplier.
- b. As force majeure is considered any special circumstance, which makes the performance of the obligations by Forward Support impossible or so burdensome, that this can not reasonably be expected of Forward Support, such as 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, pandemia etc. Expressly included herein are consequences of terrorist threat and related restrictions in business operations and transport imposed by the competent authorities.

Article 11: Applicable law/disputes

- a. All agreements are deemed to have been concluded in The Netherlands. The laws of The Netherlands shall govern the agreement. The stipulations of the Vienna Sales Convention, insofar as applicable, are excluded.
- b. All disputes arising from the agreement and/or these terms and conditions of purchase shall be adjudicated exclusively by the competent court of Rotterdam.

Article 12: 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.

Established in November 2020 and duly deposited at the Rotterdam Chamber of Commerce under number 244.445.52

FORWARD SUPPORT