



**GENERAL TERMS AND CONDITIONS OF SALE 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 items 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 sell or buy 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, prices quoted by Forward Support are:
 - based on current market prices;
 - based on delivery to the purchaser's home, business, warehouse or other storage/work location;
 - exclusive of VAT and other government levies;
 - inclusive of the normal packing, loading, transport and insurance costs. Any related extra costs shall be charged separately.
 - stated in Euros, unless otherwise agreed.
- f. Forward Support is entitled to engage third parties for the purposes of correct performance of the agreement.
- g. Any exchange rate variation is at the risk of the purchaser.



Article 4: Delivery

- a. Deliveries may be made free domicile or ex works, depending on contract stipulations. Free domicile delivery is defined as delivery to the delivery address agreed with the purchaser. Ex works delivery is defined as the delivery of items from the business, workplace or warehouse of Forward Support or another location to be designated by Forward Support, collectively referred to as the place of delivery.
- b. In the case of free domicile, the delivery address/unloading location must be well accessible for the means of transport commonly used by Forward Support and/or its designated transporter. Transport or removal on the premises and/or within the business location of the purchaser is not included in the aforementioned delivery and is done at the risk of the purchaser.
- c. In the case of free domicile delivery, the transport costs are included in the agreed purchase price. In all other cases, transport is at the expense and risk of the purchaser.
- d. The date or period stated in the order/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 of at least fourteen (14) days in which Forward Support may still fulfil the contract. Only after Forward Support does not fulfil her obligations within the new reasonable term, Forward Support is in default, subject to force majeure, after which the buyer has the right to rescind the contract, without being able to claim any payment whatsoever of Forward Support.
- e. The risk relating to damage and loss of the delivered goods and any consequent loss shall be transferred to the purchaser immediately after delivery.
- f. The purchaser is obliged to take receipt of the purchased goods at the time they are delivered or made available. If the purchaser refuses the purchase or is negligent in providing information or instructions necessary for the delivery, the items shall be stored at the purchaser's expense and risk. The purchaser shall be liable for all additional costs, including storage costs.
- g. If grave circumstances oblige Forward Support to supply products that deviate from the agreement, Forward Support is authorised to do so, provided the change in question does not constitute a reduction in quality. The delivery of alternative, at least equivalent products does not entitle the other party to claim loss compensation and/or demand dissolution or to suspend its obligations with respect to Forward Support.
- h. The purchaser is obliged to record any shortfalls or damage in the shipment on the delivery slip, invoice and transport documents; failing this, the purchaser shall be assumed to have approved the delivery.
- i. Forward Support has the right at any time to deliver the goods C.O.D. or to require prepayment or security in a form of its choice.
- j. Forward Support is entitled to deliver in partial shipments, which may be invoiced separately.
- k. Any assembly and installation work are at the expense of the purchaser, unless otherwise agreed in writing.

Article 5: Warranty

- a. Forward Support warrants to the purchaser that the delivery:
 - Shall be 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. The purchaser has the right to inspect the shipment or have it inspected before delivery. Forward Support shall provide all necessary cooperation to this end. A shipment can only be rejected if the shipment does not meet requirements in section a. The purchaser must then submit a written complaint to Forward Support. Complaints will only be accepted for processing if submitted within 5 days after inspection along with a detailed statement of the nature and extent of the complaint.
- c. The purchaser is obliged to inspect the delivery, or have it inspected, when delivery takes place. In the event of a quality complaint, the purchaser must submit a written complaint to Forward Support. Complaints will only be accepted for processing if submitted within 5 days after delivery along with a detailed statement of the nature and extent of the complaint.
- d. The purchaser shall keep the items to which the complaint relates for the inspection of Forward Support and, if desired, return them to Forward Support. If this is not done, Forward Support is entitled to suspend processing of the complaint.
- e. No rights may be derived by the purchaser from the processing of a complaint
- f. If Forward Support finds that a complaint is justified, it is exclusively obliged to repair or replacement of the delivery; the purchaser is not entitled to claim loss compensation.
- g. The timely submission of a complaint by the purchaser shall have no effect on the purchaser's payment obligation. The purchaser is nevertheless obliged to receive and pay for the other items ordered.
- h. The warranty period of the delivery is 12 months from the time the items are taken into use by the purchaser.
- i. Any form of guarantee shall be nullified if a fault arose due to or resulted from improper use of the items, incorrect storage, maintenance or modifications to the item applied by the purchaser and/or a third party.

Article 6: Retention of title

- a. The items delivered by Forward Support shall remain the property of Forward Support until the purchaser has fulfilled all the following obligations based on all purchase agreements made with Forward Support:
 - The consideration(s) with regard to the delivered item(s);
 - Any demands relating to the purchaser's failure to comply with previous purchase agreement(s).
- b. Items delivered by Forward Support which fall under retention of title by virtue of section 1, may never be sold on to another party. The purchaser is not entitled to pledge the goods or encumber any other right upon them.
- c. If the purchaser fails to meet its obligations or if there is a justifiable fear that this will be the case, Forward Support is entitled to remove or have removed the delivered goods upon which retention of title as stipulated in section 1 rests, from the purchaser or a third party. The purchaser is required to cooperate on penalty of a fine of 10% per day of the sum owed by the purchaser.
- d. If third parties wish to establish or assert any rights to the items delivered under retention of title, the purchaser is obliged to inform Forward Support as quickly as may reasonably be expected.
- e. The purchaser is obliged to insure the items delivered under retention of title and to keep them insured against theft, fire, explosion and water damage and to produce this insurance policy for Forward Support's perusal on the first request.
- f. The purchaser is obliged, on the first request of Forward Support:
 - To pledge all claims by the purchaser or insurers relating to the items delivered under retention of title to Forward Support in the manner prescribed in Book 3, Section 239 of the Netherlands Civil Code;



- To mark the items delivered under retention of title as the property of Forward Support;
- To provide cooperation in other ways to all reasonable measures Forward Support wishes to take for protection of its right of ownership to the items and which do not unreasonably hinder the purchaser in the normal operation of its business.

Article 7: Suspension, dissolution and premature cancellation of the agreement

- 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;
 - if, 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;
 - if, 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.
- e. If the purchaser partly or completely cancels an order after it has been placed, the items ordered and made ready for that purpose, along with any shipping, transport and delivery costs and labour time reserved for the performance of the agreement shall be charged in their entirety to the purchaser.

Article 8: 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, pandemia 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 9: 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 is at its risk. 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 fulfilment of the contract.

Article 10: Payment and debt collection costs

- a. If a payment method other than cash on delivery has been agreed, the purchaser must pay the invoice from Forward Support within 30 days after the invoice date. Payment of the invoice in no way implies a surrender of the right to come back to 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 his 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 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 sales conditions 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.

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