

GENERAL TERMS AND CONDITIONS OF SALE

NRG TAPES B.V.

with registered office and place of business at Breda, the Netherlands.

Article 1. Applicability

- a. These terms and conditions apply to all offers (quotations), agreements and any resulting obligations of or with NRG Tapes B.V., (hereinafter referred to as: “**NRG Tapes**”) with registered office and place of business at 4815 HS Breda, address: Spinveld 12A, filed in the commercial register of the Chamber of Commerce under number 20160849.
- b. Deviation of these terms and conditions is possible only by NRG Tapes in writing. Such deviation applies only to the agreement for which it was agreed.
- c. The term “**Customer**” used below means: the contracting party of NRG Tapes in offers, agreements and obligations arising from those.
- d. The term: “**in writing**” also means: electronic messaging (email, app, slack) through the last contact information of the officer(s) of Customer known to NRG Tapes, with whom NRG Tapes has been in contact.
- e. The applicability of general terms and conditions (or purchase conditions or conditions of sale or general terms of delivery) however named, used by or on behalf of Customer, is excluded, unless expressly declared otherwise by NRG Tapes in writing.

Article 2. Offers

- a. All offers of NRG Tapes and the prices referred to in those offers are valid for 30 days or as much longer or shorter as specified in the offer or quotation. All offers and quotations are provided entirely free of engagement.
- b. In case of a composite offer NRG Tapes is not obliged to supply part of the goods specified in the order or quotation at a proportionate part of the price quoted; likewise, such an order or quotation does not automatically apply to subsequent orders.
- c. An offer is not binding on NRG Tapes – even if it has made an offer – until it has accepted an offer in writing or has actually started performance of the order.
- d. In case NRG Tapes has not issued an order confirmation, its records will be conclusive proof, barring proof to the contrary.
- e. Acceptance of a delivery shall always be binding on Customer.

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BIC: INGBNL2A

Others:

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Communication:

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Email: info@nrgtapes.com

Article 3. Prices

- a. Unless expressly specified otherwise, prices quoted by or agreed with NRG Tapes are expressed as delivery ex works of NRG Tapes (EXW Incoterms 2020), and are inclusive of packaging and exclusive of shipping or transport cost, exclusive of loading and unloading and exclusive of turnover tax. Any and all levies and charges concerning delivery are borne by Customer.
- b. Prices are based on the factors that apply at the time of the offer or conclusion of the agreement, including wages, social and fiscal charges, levies, insurance premiums, raw materials and material prices, import duties, freight and exchange rates of or in relation to euro. In the event of changes of these factors determining prices after the offer or conclusion of the agreement and prior to delivery, to the extent that they lead to an increase of the cost price for NRG Tapes, NRG Tapes shall have the right to increase the agreed price accordingly and to invoice Customer the increased price, even if such increase of the cost price could have been foreseen on conclusion of the agreement.

Article 4. Samples

If a sample, model or other example has been shown or provided to Customer, such samples are deemed to have been provided as an indication, unless it has been expressly agreed that the product to be supplied will be exactly identical.

Article 5. Delivery times and delivery

- a. Unless otherwise agreed in writing, delivery by NRG Tapes will take place “ex works or “ex warehouse” of NRG Tapes. This means: Ex Works (EXW) according to the ICC Incoterms 2020.
- b. The delivery time will be the date at which NRG Tapes has offered the goods for shipment or has shipped the goods. Unless specified otherwise the place of delivery is the registered place of business of NRG Tapes.
- c. In its offer or the confirmation of the agreement NRG Tapes will indicate when delivery will take place.
- d. NRG Tapes is allowed to deliver goods ordered in separate parts. In case NRG Tapes uses that possibility, it has the right to invoice each part separately.
- e. Delivery times provided by NRG Tapes are always approximate and are never strict deadlines. In the event of late delivery NRG Tapes must be declared in default by Customer in writing, and must be granted a time of at least 15 business days to deliver subsequently, unless reasonableness and fairness justify a longer time under the circumstances concerned.
- f. Exceeding the times referred to above shall never result in default and shall not give Customer the right to terminate the agreement or claim damages.

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Article 6. Risk, transport and storage

- a. Unless otherwise agreed by the parties in writing, the risk of the goods shall pass to Customer from the time of delivery of the goods.
- b. Unless otherwise agreed by the parties in writing, the risk of the goods during transport shall lie with Customer, even if NRG Tapes has arranged the actual transport. Customer is obliged, if possible, to take out a damage insurance against damage caused during transport.
- c. If delivery cannot take place at the determined time, for reasons beyond the control of NRG Tapes, the goods shall be stored at the risk and for account of Customer.
- d. If Customer has failed to meet any term for payment, NRG Tapes shall have the right to store the goods at the risk and for account of Customer, and to suspend delivery until all expired payments and any costs of storage have been settled by Customer.
- e. If assistance for loading goods is offered by or on behalf of NRG Tapes, this will be offered by way of service to Customer or transporter, and without express acceptance of any kind of liability for damage caused to goods during loading or transport.

Article 7. Refusal of delivery

- a. Customer is obliged to provide such assistance as is necessary to enable NRG Tapes to effect the performance, expressly including the obligation to take delivery of the goods purchased. Delivery is considered to be refused if ordered goods have been offered to Customer for delivery, but delivery has not been possible. The day at which goods were offered for delivery is considered the day of delivery.
- b. In the event of refusal of delivery Customer shall owe to NRG Tapes damages equal to the purchase amount of the goods of which delivery was refused, increased by statutory interest on that amount from the day of delivery and the costs resulting for NRG Tapes from refusal of delivery. These costs shall expressly include a reasonable compensation for storage according to the locally customary rates. This does not prejudice any other rights of NRG Tapes in connection with Customer's non-compliance.

Article 8. Cancellation or modification of the agreement

- a. In the event that Customer cancels the agreement concluded with NRG Tapes, Customer shall forfeit to NRG Tapes a penalty in the amount of 30% of the price agreed, without prejudice to the right of NRG Tapes to compensation of all damage caused to NRG Tapes due to the cancellation, such as costs incurred by NRG Tapes and loss of profit, to the extent that such costs are in excess of the 30% referred to above.
- b. If it appears, during the performance of the agreement, that it is necessary for the proper performance to make further arrangements, the Parties shall modify the agreement accordingly by mutual consultation and in a timely manner.

- c. In the event that the Parties agree that the agreement is modified or supplemented, this may influence the time of delivery. NRG Tapes will inform Customer of this as soon as possible.
- d. In the event that the modification or supplement to the agreement has any financial and/or quality consequences, NRG Tapes will inform Customer of this.
- e. In the event that a fixed price has been agreed, NRG Tapes will indicate to what extent a modification or supplement will cause an increase of this price.

Article 9. Warranty and Complaints

- a. NRG Tapes guarantees that the goods it supplies, are free from defects in design, manufacturing and materials for a period of 1 year after delivery, provided that Customer complies with the directions of NRG Tapes, its supplier and/or statements in the Technical Data Sheet. NRG Tapes however, will never provide to Customer a warranty beyond the warranty which NRG Tapes itself receives from its suppliers.
- b. Customer is obliged to inspect the purchased goods (or have them inspected) on delivery or as soon as possible after delivery. During inspection Customer is obliged to verify in particular whether the goods supplied meet the agreement, i.e.:
 - whether the correct goods have been supplied;
 - whether the quantity of the goods supplied is in accordance with the quantity agreed;
 - whether the goods supplied meet relevant quality standards or, failing such, the standards that may apply to normal use and/or commercial purposes.
- c. Visible defects or shortages must be reported to NRG Tapes by Customer in writing within 5 business days after the verified date of arrival at the (final) destination of the transport as specified in the transport document.
- d. Non-visible defects must be reported to NRG Tapes by Customer in writing within 5 days of discovery, but no later than within 1 year after delivery.
- e. In the event that Customer has reported a justified complaint, NRG Tapes has the option to either replace the rejected product, costs to be borne by NRG Tapes, or credit Customer for an amount equal to the price of the rejected product owed by Customer. In the latter case NRG Tapes is not obliged to compensate any damage caused to Customer.
- f. If Customer has not reported any defects within the time(s) referred to above the delivery is considered to be carried out correctly. In that case complaints of whatever kind shall be void and without any legal consequences, and will not be looked into by NRG Tapes.
- g. Return shipments are always for the account of Customer, shall be sent carriage paid and are subject to the prior approval of NRG Tapes.
- h. Complaints do not give Customer the right to suspend payment of an invoice, unless with the express, written consent of NRG Tapes.

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Article 10. Payment

- a. Unless otherwise agreed by the Parties in writing, payment of the net invoice amount must take place within 30 days of invoice date by transfer to the bank account of NRG Tapes designated for that purpose.
- b. Unless otherwise agreed by the Parties in writing payment must take place in euro, unless indicated otherwise. Any transaction costs are borne by Customer.
- c. Customer does not have the right to claim set-off, unless NRG Tapes has fully and unconditionally acknowledged a counterclaim.
- d. In the event that Customer does not see to payment within the payment term, Customer shall be in default by operation of the law, and NRG Tapes shall have the right to charge an interest on late payment from the due date of 1% per month, i.e. 12% per year, except in the event that statutory commercial interest is in excess of 12% per year. In the latter case Customer shall be liable for statutory commercial interest.
- e. If Customer is in default or has failed to comply with one or more of its payment obligations all reasonable costs to obtain satisfaction out of court shall be borne by Customer. Any extrajudicial collection costs incurred by NRG Tapes to ensure that Customer complies with its obligations are borne by Customer. For Customers acting in the operation of their business or exercise of their profession these costs are estimated at 15% of the outstanding principal amount.
- f. Customer is also liable for the interest on collection costs incurred referred to above under d of this article.
- g. In the event that NRG Tapes enters into an agreement with two or more Customers being natural or legal persons, each of those persons shall be jointly and severally liable for the full compliance with the obligations resulting for them from the agreement.
- h. Payments made by Customer shall be applied first to all costs and interest due, then to the oldest invoices due, even if Customer states that a payment applies to a later invoice.
- i. NRG Tapes shall at all times have the right to demand payment in advance from Customer without stating reasons, or deliver cash on delivery or demand adequate security for the correct and prompt fulfilment of the payment obligations by Customer.
- j. The records of NRG Tapes will serve as prima facie evidence towards Customer of its payment obligations vis-à-vis NRG Tapes, barring proof to the contrary provided by Customer.

Article 11. Termination

- a. In the following cases NRG Tapes has the right to terminate all agreements or part thereof entered into with Customer, taking effect immediately, by a mere notification in writing and without notice of default, without prejudice to its rights, in particular the right to full damages, including any judicial or extrajudicial costs:
 - in case Customer fails to fulfil one or more of its obligations under an agreement entered into with NRG Tapes or fails to fulfil such obligations properly or in a timely manner;

- in case Customer applies for suspension of payment;
 - in case Customer is declared bankrupt;
 - in case Customer transfers, liquidates or discontinues its enterprise (or part thereof);
 - in case goods of Customer are subject to a prejudgment attachment or an attachment under warrant of execution;
- b. If NRG Tapes has invoked termination, the claims of NRG Tapes, increased by interest, damages and costs, shall become due and payable in full and immediately.

Article 12. Retention of title

- a. All goods supplied by NRG Tapes shall remain the property of NRG Tapes, until the time of full payment of all its claims, including any interest and costs due. Until the time of full payment or settlement Customer does not have the right to pledge the goods or transfer their ownership to any third parties. As part of its regular business operations Customer has the right to use the goods in accordance with their normal purposes. As long as full payment has not been made, and Customer is in default or NRG Tapes has a justifiable reason to fear that Customer may fail to effect payment, NRG Tapes may, without prior notice of default being required, immediately demand that the goods supplied are returned. Customer authorizes NRG Tapes to access its sites and premises for that purpose. In that case the agreement may be terminated by NRG Tapes without the intervention of a court of law, without prejudice to its right to compensation of costs, damage and interest.
- b. In the event of processing, assimilation or mixing of the goods supplied by or on behalf of Customer or at Customer's, NRG Tapes shall obtain a co-ownership right in the newly created goods and/or in the goods that have been combined with the goods supplied, in the amount of the invoice value of the goods that were originally supplied. To the extent that such co-ownership requires an additional transfer, such transfer shall for that case be effected by conclusion of the agreement.
- c. The risk of the goods that are subject to retention of title in accordance with paragraph a. of this article, will lie with Customer after delivery. Customer is obliged to adequately insure such goods, in any case against the risks of theft, damage and loss. Customer is prohibited from assigning any claims against its insurer under the insurance as referred to in this paragraph, to third parties. Payments in connection with damage and loss of the goods referred to in this article shall substitute the goods concerned.
- d. Customer is obliged to immediately notify any person who wishes to attach goods supplied by NRG Tapes that are subject to NRG Tapes' retention of title, or - in the event of administratorship or bankruptcy of Customer itself - immediately notify its trustee in bankruptcy or administrator, in writing and to issue a copy thereof to NRG Tapes, that NRG Tapes has remained the owner of the goods supplied, on penalty of forfeiture of a directly due and payable penalty in the amount of € 5.000,00 or, if higher, the original invoice amount of the goods. This penalty applies in addition to any obligation to compensate damage.

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Article 13. Exclusion of liability

- a. NRG Tapes is not liable for any damage of whatever kind allegedly caused to Customer as a result of or in connection with any agreement entered into with NRG Tapes
- b. In the event that NRG Tapes, despite the provision under a. above, would however become liable vis-à-vis Customer due to a failure to perform or late, incomplete or improper performance, the amount for which NRG Tapes is liable, is limited to no more than the amount equal to the invoice amount owed by Customer for the delivery that caused the damage.
- c. NRG Tapes is liable for direct damage only. Direct damage is understood to mean:
 - reasonable costs to determine the cause and extent of direct damage;
 - any reasonable costs incurred in order to ensure that the defective performance of NRG Tapes complies with the agreement;
 - reasonable costs incurred to prevent or limit damage, to the extent that Customer proves that such costs have actually limited direct damage.
- d. NRG Tapes shall never be liable for indirect damage, including consequential damage, loss of profit, savings foregone and damage due to interruption of operations.
- e. Any liability of NRG Tapes vis-à-vis third parties for damage caused as a result of performance of the agreement to which these terms and conditions apply, shall never exceed the scope of liability of NRG Tapes itself vis-à-vis Customer. Customer indemnifies NRG Tapes from and against any further liability and shall, where possible, stipulate such exoneration in its agreements with third parties on behalf of NRG Tapes, if possible.

Article 14. Force Majeure

In the event of force majeure, being a non-attributable failure in performance of its obligations on the part of NRG Tapes, NRG Tapes has the right to suspend performance of the agreement due to force majeure, or to terminate the agreement entered into with Customer or part thereof.

In the event of termination in part NRG Tapes may separately invoice the part of the agreement that has not been terminated.

Force majeure/a non-attributable failure will be considered to include: default/a failure on the part of or by suppliers and/or transporters, fire, strike or lock-out, war, riot or insurrection, mobilisation, measures by government entities that interfere with or ban performance of engagements, epidemics or pandemics, interruption of operations due to weather circumstances, all this irrespective of whether the possibility that those circumstances would occur, could have been anticipated at the time at which the agreement was entered into.

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Article 15. Privacy

- a. NRG Tapes respects the privacy of all visitors to its website and ensures that all personal data is handled confidentially. The personal data provided by Customer will be used only for full completion of the order.
- b. NRG Tapes will not share personal data with third parties not affiliated with NRG Tapes, except in case this has been explicitly approved by Customer or where necessary in connection with compliance with statutory requirements.
- c. The website may contain third-party advertising or links to other websites. NRG Tapes cannot influence the privacy policy of such third parties or their websites. For that reason NRG Tapes is not responsible for those.

Article 16. Modifications

- a. NRG Tapes has the right to modify the content of these terms and conditions, and declare that modifications apply to offers previously made or agreements previously entered into.
- b. Modifications will apply once they have been communicated to Customer by NRG Tapes in writing.

Article 17. Applicable law and choice of forum

- a. All offers, quotations, agreements and all agreements arising therefrom, irrespective of the question where such obligations must be performed, are governed by Dutch law exclusively. The applicability of the Vienna Sales Convention (CISG) is excluded.
- b. Any disputes that may arise from offers, agreements entered into with NRG Tapes or obligations arising therefrom shall be submitted exclusively to the jurisdiction of the court of Zeeland-West-Brabant ("Rechtbank te Zeeland-West-Brabant"), location Breda, The Netherlands.

These General Terms and Conditions have been provided to Customer by NRG Tapes before an agreement has been entered into / an offer has been made, by giving Customer the opportunity to download and store the PDF file, are further available for consultation at the office of NRG Tapes in Breda, The Netherlands, and an additional, written version will be sent to Customer free of charge upon request. The terms and conditions are available for consultation and download at www.nrgtapes.com/generalterms

Version 1.0 – October 2024

This version of the General Terms and Conditions of Sales has been drawn up in Dutch and translated into English. In case of any inconsistencies or differences in interpretation between the Dutch text and the English translation, the Dutch text shall prevail and be leading for the interpretation of the provision concerned.

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