

General Conditions

FLEXOCLEAN ENGINEERING B.V., located and with headquarters in Raamsdonksveer, municipality of Geertruidenberg, registered at the Chamber of Commerce and Industry for Midden-Brabant under number 08064336, included in the registry of the District Court of Breda under number 92/1998

CHAPTER 1: GENERAL STIPULATIONS

1. DEFINITIONS

The following terms are used in these conditions:

1. Seller: Flexoclean Engineering B.V.
2. Buyer: any (legal) person who requests an offer and/or makes an agreement with the seller to buy or sell a product, and excludes the seller's representative(s), authorised person(s) and assignee(s).
3. Product: all goods, raw materials and semi-finished products, including services, which are purchased and/or offered for sale and/or sold and delivered by the seller.
4. Manufacturer: the (legal) person who has manufactured the product and/or put it into circulation.
5. Actions: all actual actions and legal actions taken by the seller before, during and after making an agreement, which fall under the framework of the to-be-agreed and/or concluded agreement.
6. Supplier: any (legal) person who makes an offer and/or makes an agreement with the seller to buy or sell a product, and excludes the seller's representative(s), authorised person(s) and assignee(s).
7. Order: a written assignment to supply a product, which also includes EDI messages (EDI = Electronic Data Interchange; electronic data traffic).

2. SCOPE

1. All offers by the seller and/or supplier, all agreements between buyer and seller and/or seller and supplier, and their execution, are exclusively subject to the conditions below.
2. Additions or deviations to/from these conditions only come into effect if they have been confirmed by the seller to the supplier and/or buyer in writing.
3. Additions or deviations to/from these conditions must be explicitly agreed on each occasion.
4. The Dutch version of these general conditions is leading when explaining the underlying stipulations.

3. INCOTERMS

1. The supply-related stipulations to be agreed between the parties are explained using the latest edition of incoterms.

4. APPLICABLE LAW AND JURISDICTION

1. All legal relations to which these conditions apply are exclusively subject to Dutch law. The scope of the Vienna Sales Convention is explicitly excluded.

2. All disputes originating from the legal relations, as referred to in section one of this article, will be presented in first instance to the Court of Breda, The Netherlands.

CHAPTER 2: GENERAL PURCHASING CONDITIONS

5. FORMATION AND CONTENT OF AN AGREEMENT

1. Each request from the seller will be followed by a fixed offer from the supplier, which is binding for the supplier if it is accepted by the seller within 2 months of the seller receiving it.

2. If an offer from the supplier is followed up by an order from the seller, the agreement will come into effect on the date mentioned on the order.

3. If an order is placed by the seller without it having been preceded by an offer from the supplier, the agreement will come into effect if and when – within 14 days of the date on the order or on another date mentioned on the order – the products are delivered in accordance with the order.

4. If an agreement is concluded verbally, its execution will be suspended until an order is sent by the seller, unless the seller provides the supplier with an order number at the moment that the agreement is concluded.

5. In case of consignment on approval, the agreement will be reached in accordance with that determined in the earlier sections of this article.

6. The seller does not accept liability for deliveries or other performances that are not covered by an order.

7. If agreement is reached about drawings, models, specifications, instructions, inspection guidelines, etc. provided by the seller, these items will be part of the agreement.

6. PRICES

1. All implemented prices are fixed, not subject to revision and expressed in Euro excluding VAT.

2. The prices are based on the delivery condition 'delivered duty paid' (DDP) to the agreed delivery location.

7. DELIVERY

1. Delivery takes place on a DDP basis to the agreed delivery location, at the agreed time and/or within the agreed period.
2. Delivered products must be accompanied by a packing list, which mentions the order number(s) of the seller, the item number(s), the quantity and the description(s).
3. If the seller asks the supplier to delay the delivery, the supplier must package, store, secure and insure the products in an appropriate manner, with the goods being clearly addressed to the seller.

8. TRANSFER OF OWNERSHIP

1. Ownership of the product will transfer to the seller, free of legal or commercial limitations, at the moment of delivery.
2. The seller is entitled to request ownership of the product to be transferred at another moment in time. In this case, the supplier will clearly identify the product as property of the seller and release the seller from claims for loss, damage and rights by third parties.

9. LIABILITY

1. The supplier is liable for all damage, commercial damage and consequential damage, which includes that suffered by the seller or third parties as a result of shortcomings in his product, whereby the product does not comply with the agreement and/or does not offer the safety that can be expected, partly considering the average life span of the product.
2. The supplier is also liable for all damage suffered by the seller or third parties as a result of actions or negligence on his part or on the part of all persons he involves in the execution of the agreement.
3. The supplier absolves the seller from claims by third parties for damage-related compensation, as mentioned in the previous two sections of this article and will, upon first request from the seller, make a settlement with the third parties in question or follow legal proceedings against the above mentioned claims, at his own cost, instead of or together with the seller.
4. The supplier must be appropriately insured against the liability referred to in this article and will, if desired, give the seller access to this policy.

10. DISSOLUTION

1. If the supplier does not, does not timely or does not appropriately fulfil any obligation in the agreement or agreements that are derived from it, or in case of his bankruptcy or suspension of payments and in case of closure, liquidation, takeover or any other comparable condition in his company, he will be legally deemed to be in breach and entitles the seller to unilaterally or jointly dissolve the agreement, without notice of breach and without legal intervention by sending an appropriate written declaration to the supplier and/or to suspend his payment obligations and/or partly or fully transfer execution of the agreement to third parties, without

the seller being liable for any form of compensation and without prejudicing potential rights available to the seller, including the seller's right to full compensation.

2. In this case, all claims that the seller has or will have against the supplier will be claimable with immediate effect.

CHAPTER 3: GENERAL SALES, DELIVERY AND PAYMENT CONDITIONS

11. OFFERS, FORMATION OF AND CHANGING AN AGREEMENT

1. All offers made by the seller are without obligation, unless stated otherwise. The seller is entitled to re-open an obligation-free offer within four working days of it being accepted.

2. An agreement will initially be reached when an order is confirmed in writing by the seller or when the seller, possibly partly, executes the order.

3. Changes or additions to an agreement will initially come into effect once they have been explicitly confirmed in writing by the seller.

4. The seller explicitly retains all rights concerning potentially registered brand names and models, and any recipes, compositions, designs, drawings and other technical data he may have supplied within the agreement. They will remain the (intellectual) property of the seller. The seller is entitled to request the pieces and items in question to be returned at any given moment.

12. PRICES

1. All prices implemented by the seller are expressed in Euros and exclude VAT, unless agreed otherwise in writing.

2. Unless stated otherwise, prices will be based on the delivery condition: "ex Works" from the seller's warehouse in the Netherlands.

3. The seller retains the right to increase the price accordingly if, in the period between the time when the agreement was reached and the time when the product is delivered, there has been an increase in the price of raw materials, semi-finished products, components, salary costs, import and export duties and/or taxes relating to the product.

13. SECURITY

1. When an agreement is agreed and so long as its execution has not been fully completed, the seller is entitled to request a deposit or security that he deems sufficient for financial compliance within the to-be-reached and/or reached agreement and/or all claims he has or will have against the buyer.

2. Refusal by the seller to provide a deposit or the requested security will entitle the seller to refuse new agreements and/or suspend execution of an already reached agreement, until his request to provide a deposit or security has been complied with, and will not prejudice any of the seller's other rights. The seller is not responsible for potential damage that may be incurred by the seller or third party as a result of this refusal.

14. DELIVERY AND RISK TRANSFER

1. Unless agreed otherwise, delivery will be made by the seller based on the ex-works delivery condition, from the seller's warehouse in the Netherlands.
2. The agreed delivery period is merely a reasonable indication of the time of delivery and will not serve as a final delivery period, which means the seller is entitled to make delivery around the agreed time of delivery.
3. If the seller does not deliver within the agreed delivery period, the buyer is entitled to remind him to still do so within a reasonable term of at least eight days, after which the seller will be deemed to be in breach.
4. Without prejudicing the seller's own responsibilities, the buyer is responsible for implementing and complying with all national and/or international legal requirements that apply to the delivered and/or to-be-delivered product, including the (unladen) loaned packaging.
5. The buyer will be responsible for all risks from the moment the product is delivered, also if ownership has not been transferred.

15. SECURITY AND STORAGE OF RECEIVED GOODS

1. If the seller receives the buyer's goods for processing and/or storage, this will take place under the responsibility and risk of the buyer. The return of goods that are kept for processing and/or storage purposes will also take place under the responsibility and risk of the buyer. The seller will not take out insurance in relation to these goods.

16. LOANED PACKAGING

1. The deposit owed for loaned packaging must be paid at the same time as the product supplied in the packaging.
2. If the packaging in question is returned to the seller within three months of delivery, complete and in good condition, and is received by the seller in good order, the buyer will be reimbursed the deposit in question.
3. All rights to reimbursement of deposits will expire after this three-month period.

17. PAYMENT AND RIGHT OF SUSPENSION

1. Payment of the invoiced total by or on behalf of the buyer must take place in Euro within 30 days of invoice date, at the offices of the seller or via deposit or transfer to an account identified by the seller, without entitling the buyer to claim any form of discount, calculation or suspension.
2. If the seller has not paid within the period stipulated in the first section of this article, or within another agreed period, he will be legally in breach and will entitle the seller, without the

need for further summary or notification, to charge late payment interest to the tune of 12% per year, or the legal rate of commercial interest, as of the invoice expiry date until the day of payment, and without prejudicing the other rights of the seller.

3. All costs associated with the legal or para-legal collection of amounts owed to the seller by the buyer must be paid by the buyer. Unless proven otherwise by the buyer, the amount charged by third parties deployed by the seller will be deemed to be reasonable.

4. In the event of multiple buyers, they will be chiefly liable for payment of the amount owed to the seller.

5. The seller is entitled to suspend execution of all his obligations, also those from other agreements, until all his claimable amounts have been paid by the buyer.

18. TRANSFER OF OWNERSHIP

1. All deliveries will take place under retention of ownership. The seller retains ownership of all goods delivered and to-be-delivered to the supplier, under all agreements, until the buyer: a) has fully paid for all the goods as well as all owed interest and costs, and b) has complied with all claims concerning activities that the seller has or will perform for the buyer under the agreements in question, and c) has complied with all claims that the seller is entitled to make if he fails to honour the above mentioned obligations.

2. Until ownership of the product has been transferred to him, the buyer is not authorised to dispose of or to pledge, rent, lend or bring the product outside his company in any way, shape or form, unless this takes place under the normal operation of his business. This matter will be left to the judgement of the seller, and will be punishable with an immediately claimable fine, which cannot be legally moderated, equal to twice the invoiced (sales) price of the product, without prejudicing the right of the seller for complete compensation and compliance with the agreement.

3. If the seller does not and/or does not timely comply with any obligations in the agreement, the seller is entitled to recuperate the product from the buyer without further notice. By (tacitly) accepting these conditions, the buyer already authorises the seller to access the place where the product will be located.

4. If the buyer receives ownership for the goods delivered by the supplier, this will take place subject to a non-possession pledge towards the seller as guarantee to comply with all claims to which the seller is or will be entitled. The buyer will, upon first request from the seller, take all action that is needed in this matter, and irrevocably authorises the seller to take this action on his behalf.

19. GUARANTEE

1. If the product is manufactured by the seller, the seller guarantees the buyer that the product complies with all specifications stipulated in the agreement and can be used for the purpose identified in the agreement. The seller does not provide any further guarantee concerning the products he manufactures. The seller thus does not guarantee that the product complies with technical descriptions mentioned in catalogues, prospectuses, print work and/or advertisements.

2. If quality differences are established during the delivery of chemicals, which are not within the norms and/or legally permitted limits and/or specifications, the seller is obligated to return the chemicals and make an appropriate delivery as soon as possible.

3. This guarantee arrangement does not apply to shortcomings that occur and/or have occurred due to expiry of the best before date, due to failure to store in accordance with normal regulations and/or in accordance with that determined on the labels, due to normal wear and tear, in case of careless or injudicious use, in case of accidents or events such as fire and water damage, or if the goods have been changed or repaired by third parties.

4. Use of the term “guarantee” in this article is consistent with that determined in Book 6 of the Civil Code concerning an attributable shortcoming, with the seller assuming no further obligations.

20. INSPECTION AND COMPLAINTS

1. At the moment of delivery, the buyer must do whatever possible to examine whether the product complies with the agreement, certainly in terms of quantity and appearance. If the buyer finds a shortcoming, he must mention this on the consignment note and must inform the seller of the shortcoming, in detail and in writing, within two working days.

2. The buyer is required to perform an investigation, within 8 days of delivery, concerning the question whether the delivered goods generally comply with the agreement, and must inform the seller of this, in detail and in writing, within the above mentioned period.

3. If the buyer proves that he was reasonably unable to discover the shortcoming within the periods mentioned in the two sections above, he must submit a complaint to the seller in detail and in writing within eight days – and certainly within a period of one year, as described in article 21 – of when the buyer has discovered or should have (reasonably) discovered the shortcoming.

4. The seller is not obligated to process complaints made after the periods mentioned in this article, and his company will not be held liable. If the seller still decides to process such a complaint, then his efforts must be regarded as leniency and not as an acceptance of liability.

5. If it appears that an unfounded complaint has been made and the seller subsequently performs activities and/or supplies goods, the seller is entitled to charge related costs to the buyer at the normal price that he implements.

21. LIABILITY

1. If the buyer has respected the guidelines mentioned in the previous article, legal claims can only be made against the seller, by respecting that established in these conditions in relation to liability, for a period of one year as of delivery date / the execution of the performance.

2. If the seller acknowledges that he is guilty of an attributable breach or of acting in an unlawful manner, or if this has been determined in another manner, then he is entitled to inform the buyer – within a reasonable period of the buyer making the claim – that he will perform free re-delivery and/or deliver the missing/to-be-repeated performance and/or repair. The seller must reasonably consider the interests of the buyer when making his choice. If the seller

executes the performance within a reasonable period of the above mentioned notification, this means the agreement has been honoured correctly and does not entitle the buyer to compensation. That mentioned in the previous sentence will not apply if the buyer has, prior to the notification mentioned in the first section, correctly terminated the agreement by law and/or has started a claim for dissolution and this has been permitted.

3. If, besides or instead of that determined in these general conditions in relation to his liability, it is determined that he is required to pay compensation under any basis whatsoever, the seller restricts his liability, except in case of deliberate or conscious recklessness on the part of his board or subordinates, to maximum the price mentioned in the case in question/the concerned performance (excluding VAT). The buyer releases the seller from all claims from third parties – including in relation to product liability – if the total of these claims exceeds the maximum mentioned above.

22. FORCE MAJEURE

1. If the seller is hindered in fully or partly executing his obligations towards the buyer as part of the agreement due to demonstrable force majeure, he can, as he sees fit, suspend these obligations for a reasonable period or fully or partly dissolve the agreement via an appropriate written declaration, without the seller being liable for any damage the buyer may incur as a result.

2. In case of partial dissolution, the buyer will be required to pay the corresponding price for the performance carried out by the seller.

3. If the seller makes agreements with more than one buyer in relation to identical or comparable products and is hindered by force majeure in performing his obligations towards all buyers as part of these agreements, he is entitled to use his own reasoned insight to determine which agreements will be honoured and to what extent.

4. In this article, the term “force majeure” means all circumstances that cannot be attributed to the seller or cannot reasonably be attributed as his responsibility and risk, and which hinder or reduce his ability to honour his obligations to the extent that compliance can no longer be reasonably expected, including but not limited to war, risk of war, fire, rebellion, explosion, troublesome weather conditions, flooding, strike action, company sitings, exclusions, business disruptions, illness of personnel, transport methods, import and export bans, other legal or other government restrictions at home and abroad, disruptions in energy supplies and failure to supply, or late or inappropriate supply, by suppliers, irrespective of whether the circumstance in question could have been foreseen at any given moment.

Privacy statement

INTRODUCTION

New GDPR legislation

The new General Data Protection Regulation (GDPR) came into effect on 25 May 2018. This means that the same privacy legislations applies throughout the European Union (EU) from that date. The Dutch Personal Data Protection Act (“Wbp”) will no longer apply.

This regulation ensures that the processing of personal data is secured. We consider this a positive development, as we want to handle your data with great care.

Applicability

We greatly value the privacy of our customers and correspondingly exercise the greatest possible care during the processing and protection of personal data.

We process data in accordance with the conditions set in the GDPR.

This means that only we decide what personal data are processed, for what purpose this is done, and in what manner this takes place. We are responsible for ensuring that your personal data is processed in a proper and careful manner in accordance with the GDPR.

We use this “Privacy Statement” to explain which data we process and for what purpose it serves.

Grounds for the processing of personal data

If you accept our privacy statement, you give explicit permission for the use and processing of your personal data in accordance with Article 6:1a of the GDPR.

“Privacy Statement”

This Privacy Statement applies to all privacy-sensitive information or personal data you provide to us.

We are responsible for your personal data

Flexoclean Engineering BV is responsible for the processing of your personal data and greatly values the careful handling of personal data. This means, for example, that we handle personal data with due observance of strict confidentiality, that we have taken security measures to protect personal data against loss, unauthorised access or theft, and that we remove any data we no longer need for our activities.

Receiving personal data

We may process your personal data if you make use of our services. We may also process any data you share with us online. For example, by requesting or downloading information, by completing a contact form, and any data that can be retrieved from social media. This means that we can provide targeted and relevant information or can see what persons in specific areas are interested in Flexoclean Engineering BV. Naturally, we try to consider your personal interests as much as possible.

An overview of the personal data we process is set out below:

- First name and surname
- Gender
- Date of birth
- Place of birth
- Address details
- Telephone number

- E-mail address
- VAT and Chamber of Commerce data (if applicable)

Our Privacy Statement applies to the use of personal data by Flexoclean Engineering BV including its website www.flexoclean.nl. This Privacy Statement is also part of this website.

Grounds for the processing of personal data

We use personal data to process your request for information or when you purchase our products and/or services. We may also use your data to optimise the provision of our services. Additionally, we store data because we are obliged to do so under (legal) financial and tax obligations.

We only process personal data that is needed to process requests or that contribute to the realisation of high-quality collaboration. This specifically means that we process your personal data so we can:

- Process and manage your request.
- Keep records concerning our (client) file.
- Inform you about new developments and schedule appointments.
- Inform you about general trends in the sector.
- Keep track of who we can and cannot approach for our campaigns.
- Manage our financial records so that we can comply with (statutory) financial and tax obligations.
- Test and improve the quality of our services such as gaining insight in the performance of the support section and our website.
- Carry out market research, so that we can better tailor our services to the needs of our clients.
- Maintain web statistics (and be able to enable sharing through social media).
- Acquire new clients.
- Carry out internal and external audits of our services.

Use of your personal data

Your data will not be used for any other purposes than those stated above. Flexoclean Engineering BV will not sell your personal data to any third parties. We may use the IT systems of suppliers, in which case the supplier may also access the system used to process your personal data.

We will always make sure that these third parties comply with the statutory regulations on protection concerning privacy and security.

Personal data retention period

Your personal data may not be stored longer than it's necessary. We aim to destroy personal data of clients we no longer need. Some data will be kept based on financial and/or tax obligations. In this case your data will be stored for a minimum of seven years.

When this period expires, we will ensure that your personal data is removed or destroyed with care.

Your rights with regard to personal data

You have various rights concerning your personal data, namely:

1. You have the right to submit a request for access, correction or removal of your personal data.
2. You have the right to object. This means that you can object to the use of your personal data for commercial purposes by Flexoclean Engineering BV. For example, the use of your personal data for our campaigns or any other use of your data because of special personal circumstances on your part.
3. You also have the option to lodge a general complaint about the use of personal data by Flexoclean Engineering BV with both Flexoclean Engineering BV and the Dutch Data Protection Authority.

If you submit a request, we will initially assess whether we can accept it. We cannot process your request if we cannot determine your identity or if you recently (less than six months ago) submitted a similar request.

If we accept your request, there are a number of situations in which we cannot process it. For example, we would not process a request if it is more important to protect the rights of third parties. This may occur in cases where your request for access also includes personal data of other persons. If we reject a request, we will give our reasons for not fulfilling your request in writing.

You may not agree with our decision regarding a request for access, correction, removal or an objection. In this case you have the right to lodge a complaint with the Dutch Data Protection Authority: <https://autoriteitpersoonsgegevens.nl/>

Website details

Our website contains various links to websites of third parties. We advise you to read the Privacy Statement on any website you are referred to at our website.

We cannot be responsible for the manner in which third-party websites handle your personal data.

Privacy Statement amendments

We reserve the right to amend the Privacy Statement. It is important to regularly check the Privacy Statement for any possible amendments.

Questions

If you have any questions or comments about our Privacy Statement or how Flexoclean Engineering BV handles your personal data, please contact:

Flexoclean Engineering BV

F.a.o. Mrs. S. Cansiz-Cakir

QHSE Coordinator

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