

# **Terms and Conditions**

## **MATE International B.V.**

### **Article 1 Definitions**

- 1.1 In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise or the context indicates otherwise:
  - a. MATE International: the user of these general terms and conditions: MATE International B.V. located at Vlakdissel 6 in De Goorn, the Netherlands, registered with the Chamber of Commerce under Chamber of Commerce number 37083787;
  - b. customer: the legal person or natural person who acts in the exercise of his profession or his business who has entered into an agreement with MATE International;
  - c. agreement: the agreement between MATE International and the customer;
  - d. product: the product that MATE International supplies in the context of the agreement.

### **Article 2 General**

- 2.1 These general terms and conditions apply to all offers from MATE International and to all agreements between MATE International and the customer.
- 2.2 Any deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing or by email.
- 2.3 The applicability of any purchase or other conditions of the customer is explicitly rejected.
- 2.4 Once these general terms and conditions have applied to a legal relationship between MATE International and the customer, the customer is deemed to have agreed in advance with the applicability of these general terms and conditions to agreements concluded and to be concluded afterwards.
- 2.5 If one or more of the provisions in these general terms and conditions are null and void or should be destroyed, the other provisions of these general terms and conditions will remain fully applicable. In that case, MATE International has the right to substitute a provision that is not unreasonably onerous for the customer and which approximates the invalid provision as closely as possible.
- 2.6 If MATE International does not always require strict compliance with these general terms and conditions, this does not mean that the provisions thereof do not apply, or that MATE International would lose the right to strictly observe the provisions of these general terms and conditions in other cases.
- 2.7 MATE International has the right to change these general terms and conditions. The customer will be informed in writing or by e-mail of the amended general terms and conditions and of the date of entry into force. The amended general terms and conditions apply to all orders placed by the customer after the amended general terms and conditions have come into effect.

### **Article 3 Offer**

- 3.1 Every offer from MATE International is without obligation.
- 3.2 Each quotation is based on information, data, documents, etc. provided by the customer. The customer guarantees the correctness and completeness of the requirements and specifications stated by him or on his behalf to MATE International and other information on which MATE International bases its quotation.
- 3.3 MATE International is not bound by its offer if there are obvious errors in its publications, quotations or e-mail messages or on its website.
- 3.4 The range of MATE International can be changed at any time.

#### **Article 4 Formation of the agreement and cancellation**

- 4.1 The agreement is concluded when the customer has signed the order.
- 4.2 If the customer cancels the agreement for the delivery of custom products, the customer will still owe the full price for the order, unless production of the products has not yet started.
- 4.3 If the customer cancels the agreement for the delivery of non-customized products, all costs already incurred by MATE International will be charged to the customer.

#### **Article 5 Implementation of the agreement**

- 5.1 MATE International will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
- 5.2 MATE International has the right to engage third parties in the execution of the agreement, without notifying the customer, to purchase goods from third parties, to purchase services from third parties and to have the agreement performed in whole or in part by third parties.

#### **Article 6 Prices**

- 6.1 Listed prices do not automatically apply to future orders.
- 6.2 Prices quoted are exclusive of VAT and include transport costs, unless stated otherwise.
- 6.3 Prices quoted are in euros, unless stated otherwise.
- 6.4 MATE International has the right to adjust its prices from time to time.
- 6.5 If and insofar as after the conclusion of the agreement but before delivery any unforeseeable price-increasing factors occur, including a decrease in the value of currency, increase in taxation and the like, these price-increasing costs will be incurred, provided this increase is within the reasonable standard and was reasonably unforeseeable, entirely at the expense of the customer. In that case, the customer has the right to dissolve the agreement on this basis, subject to compensation for the work already performed.
- 6.6 The agreed price is only binding on MATE International under the express reservation that the agreed quantity of products to which the price relates is ordered in its entirety and purchased and paid in accordance with the agreement.
- 6.7 If necessary, the packaging will be charged at cost price and not taken back. The necessity of packaging is assessed by MATE International.

#### **Article 7 Obligations of the customer**

- 7.1 The customer ensures that all data, of which MATE International indicates that they are necessary or of which the customer should reasonably understand that they are necessary for the execution of the agreement, are provided to MATE International in a timely manner.
- 7.2 The customer guarantees the correctness, completeness and reliability of the information provided by him, even if it originates from third parties.
- 7.3 If the information provided by the customer is incomplete and / or incorrect, this will be entirely at the expense and risk of the customer.
- 7.4 The customer is obliged to immediately inform MATE International about facts and circumstances that may be important in connection with the implementation of the agreement.
- 7.5 The customer indemnifies MATE International against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the customer.
- 7.6 To comply with all legal and other applicable regulations that apply in the country where the customer is established in connection with the possession, transport, storage, resale and use, in any way whatsoever, of the products, the customer is solely responsible.

## **Article 8 Delivery time**

- 8.1 The delivery time is determined in mutual consultation between MATE International and the customer. This delivery time can never be regarded as a strict deadline. Exceeding the delivery time does not entitle the customer to cancel the order free of charge, to compensation or any other form of compensation.
- 8.2 If the customer has to pay a down payment, the delivery time will start at the moment that the down payment is received.
- 8.3 In the event that a delivery time agreed with the customer is exceeded as a result of an event that is in fact beyond the control of MATE International and cannot be attributed to its actions and /or omissions, as described in Article 14, among other things, then this period is automatically extended for the period that it was exceeded as a result of such an event.

## **Article 9 Delivery**

- 9.1 The order is delivered to the delivery address specified by the customer.
- 9.2 The risk of the products is transferred to the customer at the moment that the products are delivered to the agreed delivery address.
- 9.3 If it has been agreed that the customer will collect the products in the port, the risk of the products will pass to the customer at the moment that the customer or a transporter engaged by the customer collect the products in the port.
- 9.4 The customer is obliged to purchase the products. If the customer refuses to take delivery, MATE International is entitled to store the products at the expense and risk of the customer.

## **Article 10 Invoicing and payment**

- 10.1 MATE International may require the customer to pay a down payment. The amount of the deposit will be agreed between the parties in writing or by e-mail.
- 10.2 Invoicing (of the remaining part) takes place on the day of delivery.
- 10.3 The customer must pay the invoice in accordance with the payment agreement made when placing the order.
- 10.4 Payment must be made without discount or set-off.
- 10.5 Complaints about the invoice must be submitted within 8 days after the invoice date. A complaint about the invoice does not suspend the payment obligation.
- 10.6 If the payment term is exceeded, MATE International is entitled to charge interest for late payment of 2% per month of the total invoice amount, starting on the day following the day on which payment should have been made. In interest calculation, a part of the month is counted as a whole month.
- 10.7 MATE International has the right, in the event of non-payment, to charge additional costs, including extrajudicial collection costs, to the customer amounting to at least 15% of the invoice amount with a minimum of € 150.00.
- 10.8 In the event of liquidation, bankruptcy, seizure or suspension of payment of the customer, the claims of MATE International on the customer are immediately due and payable.
- 10.9 Every payment by the customer first serves to settle the interest due and then to settle the costs associated with the collection. Only after payment of these amounts will any payment by the customer serve to settle the outstanding principal.

## **Article 11 Retention of title**

- 11.1 All products delivered and to be delivered remain the exclusive property of MATE International, until all claims that MATE International has or will acquire on the customer, including in any case the claims referred to in Article 3:92 paragraph 2 Dutch Civil Code, have been paid in full.
- 11.2 Until the moment of transfer of ownership, the customer is obliged to take the greatest possible care with regard to the products. The customer must keep the products as recognizable property of MATE International.
- 11.3 As long as ownership of the products has not passed to the customer, the customer may not:
  - a. Pledge;
  - b. Grant any other right thereto to third parties;
  - c. Reselling outside of normal business operations.
- 11.4 In the event of seizure, suspension of payment or bankruptcy, the customer will immediately inform the seizure bailiff, the administrator or the receiver of the property rights of MATE International.
- 11.5 After MATE International has invoked its retention of title, it may take back the delivered products. The customer allows MATE International to enter the place where the products are located.
- 11.6 All costs incurred by MATE International to claim and take back the products are for the account of the customer.
- 11.7 The provisions referred to in this article do not affect the other rights accruing to MATE International.

## **Article 12 Complaints**

- 12.1 The customer is obliged to check the delivered products immediately upon delivery. In particular, the customer should check:
  - a. Whether the correct products have been delivered;
  - b. Whether the correct number has been delivered;
  - c. Whether there is any transport damage or other visible defects.
- 12.2 Complaints about the delivery and / or the products must be made known to MATE International in writing or by e-mail as soon as possible and within 8 days after delivery.
- 12.3 If MATE International deems it necessary given the nature of the complaint, MATE International will visit the customer to investigate and, if possible, resolve the complaint. Products that cannot be repaired will be taken back and credited by MATE International.
- 12.4 The customer is obliged to give MATE International the opportunity to investigate a complaint.
- 12.5 Repair work carried out by a third party or by the customer himself without the consent of MATE International will never be reimbursed and does not give the customer the right to suspend payment. The customer must at all times give MATE International the opportunity to repair defects or have them repaired within a reasonable period of time.
- 12.6 A defect in a product does not give the customer the right to refuse the entire order, of which the product forms part.
- 12.7 Complaints do not suspend the customer's payment obligation.

### **Article 13 Liability and prescription**

- 13.1 MATE International cannot be obliged to compensate any damage that is a direct or indirect consequence of:
- a. An event that is in fact beyond his control and thus cannot be attributed to his actions and / or omissions, as described, among other things, in article 14 of these general terms and conditions;
  - b. Any act or omission of the customer, his subordinates, or other persons employed by or on behalf of the customer.
- 13.2 The customer is responsible under all circumstances for the correctness and completeness of the data supplied by him. MATE International is never liable for any damage that is (partly) caused by the information provided by the customer is incorrect and / or incomplete. The customer indemnifies MATE International against all claims in this regard.
- 13.3 If the customer or a third party makes changes to the products, MATE International excludes any liability with regard to the operation and any (consequential) damage.
- 13.4 MATE International is not liable for any damage whatsoever due to incorrect or incompetent use of the products.
- 13.5 MATE International is never liable for indirect damage or consequential damage, including loss of profit, lost turnover, reputation damage, lost savings, damage due to delay, transport costs, labor costs, trading loss, interruption damage and fines imposed.
- 13.6 If MATE International should be liable for any damage, then the liability of MATE International is limited to the amount of the payment made by MATE International's insurer. If, in any case, the insurer does not pay out or if the damage is not covered by the insurance, then MATE International's liability is limited to the amount that the customer has paid for the product to which the liability relates.
- 13.7 Rights of action and other powers of the customer for whatever reason towards MATE International will in any case lapse after the expiry of 1 year from the moment at which a fact arises that the customer can exercise these rights and / or powers against MATE International.
- 13.8 If the customer does not, not timely or not fully fulfill his obligations towards MATE International or those arising from the law or if the customer acts unlawfully towards MATE International, the customer is liable for all damage that MATE International suffers as a result, including loss of turnover.

### **Article 14 Force majeure**

- 14.1 MATE International is not obliged to fulfill one or more obligations under the agreement if it is prevented from doing so as a result of force majeure. Force majeure is understood to include: war and danger of war; terrorism; import and export barriers; measures of government bodies; strikes or work stoppages; epidemics; traffic disruptions; weather influences; natural disasters; transportation difficulties; fire; theft; Power failure; Internet malfunction; failure in e-mail traffic; hacker attack; changes in legislation and / or regulations.
- 14.2 Force majeure must also be understood to mean a non-attributable shortcoming of a supplier of MATE International or a third party engaged by MATE International.
- 14.3 MATE International is also entitled to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after MATE International should have fulfilled its obligation.
- 14.4 If execution of the agreement is temporarily not possible due to force majeure, this does not give the customer the right to dissolve the agreement free of charge. If the customer terminates the agreement in the event of a temporary impossibility to execute, MATE International has the right to charge all costs already incurred in the context of the order to the customer.
- 14.5 In the event of a force majeure situation, MATE International has the right to adjust the agreement accordingly, without the customer being entitled to (financial) compensation, unless the adjustment leads to financial benefit for MATE International.

## **Article 15 Suspension and termination**

- 15.1 MATE International is entitled to suspend the execution of the agreement with immediate effect if, after the conclusion of the agreement, MATE International becomes aware of circumstances that give good reason to fear that the customer will not fulfill its obligations.
- 15.2 MATE International is authorized to dissolve the agreement if the customer does not or not fully fulfill the obligations under the agreement.
- 15.3 Furthermore, MATE International is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances of such a nature arise in some other way. that unaltered maintenance of the agreement cannot reasonably be expected.
- 15.4 MATE International is authorized to dissolve the agreement, if the customer requests suspension of payments or if it is granted to the customer, if the customer is declared bankrupt or a request is submitted, if the customer is unable to pay his debts. , proceeds to the closure or liquidation of its business, is placed under guardianship or in the event that an administrator is appointed.
- 15.5 If MATE International proceeds to suspension or dissolution, it is in no way whatsoever obliged to pay compensation for damage and costs arising in any way.
- 15.6 If the agreement is (partially) dissolved, the claims of MATE International against the customer are immediately due and payable. If MATE International suspends the execution of the agreement, it will retain its rights under the law and agreement.
- 15.7 MATE International always reserves the right to claim compensation.

## **Article 16 Confidentiality**

- 16.1 Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.
- 16.2 If, on the basis of a statutory provision or a court decision, MATE International is obliged to also provide confidential information to third parties designated by law or the competent court, and MATE International cannot rely on a statutory or competent court recognized or permitted right of refusal, then MATE International is not obliged to pay compensation or compensation and the customer is not entitled to dissolve the agreement on the basis of any damage caused by this.

## **Article 17 Applicable law and competent court**

- 17.1 The agreement is governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 17.2 All disputes to which the agreement, these general terms and conditions or the obligations arising from them could give rise, in particular regarding validity, interpretation, implementation, termination or dissolution, will be settled exclusively, with the express exclusion of any other court, by the competent judge in the district where MATE International is located.