

General terms and conditions Matze Trade Company B.V.



Article 1. Definitions

1.1. In these general terms and conditions, the following terms and expressions are defined as follows, unless the context shows otherwise:

- **us; we; MTC:** Matze Trade Company B.V., with its registered office in Capelle aan den IJssel, with its registered office at Admiraal Helfrichweg 4, unit 4A and registered with the trade register of the Chamber of Commerce under number 54644593. The terms and conditions have been filed in the name of Matze Trade Company B.V.

-**the customer; client:** any natural or legal person or other party who places orders with us, buys products and / or services and / or enters into an agreement or other legal relationship with us, or asks us for a quotation or that we send a quotation.

-**agreement:** any agreement between us and the customer and any change or addition thereto, as well as all (legal) acts in preparation and for the execution of that agreement.

-**quotation:** any (general or specific to the customer) offer, list of offers or quotation from us.

-**goods:** all material goods that are (will) be delivered to the customer for the execution of an agreement.

- **services:** services to be provided by us to the customer, including, but not limited to, giving advice.

-**delivery:** the delivery, possession and/or bringing into power of goods to the supplier on the basis of ICC Incoterms@2020.

-**general terms and conditions:** the combination of sales, delivery, payment and other conditions that may apply between contracting parties and have been filed as such, dated December 2022.

-**parties:** the buyer and Matze Trade Company B.V.

-**in writing:** where the term 'in writing' is mentioned in these terms and conditions, this also includes any electronic method of message transmission, such as via e-mail , EDI, inter- and /or intranet, as well as via telephone message transmission, such as via WhatsApp or Text Messaging.

-**he/his:** where he/his is located, she/her can also be read.

Article 2 Applicability

2.1. These general terms and conditions apply to all our offers and all transactions that take place, even if third parties are involved in the execution thereof.

2.2. By accepting an offer made by us, the customer also accepts the applicability of these general terms and conditions. Applicability of other general terms and conditions, under whatever name of the customer, are expressly rejected by us.

2.2. Deviations from and/or additions to these general terms and conditions only apply if and insofar as they have been agreed in writing. An agreed deviation or addition relates exclusively to the relevant agreement.

2.3. If tacitly or explicitly one or more times the present terms and conditions have been deviated from, the customer cannot derive any rights from this with regard to agreements concluded thereafter.

Article 3 Offers and agreements

3.1. All data in publication and advertising material, website, (attachments to) e-mails, etc. are without obligation and revocable and subject to change. We do not guarantee the accuracy, completeness or topicality of the data. No claims can be derived from price lists, catalogues and further written information.

3.2. All quotations, in whatever way made by us, are without obligation. Offers only concern the products or services mentioned in the quotation, with corresponding quantities and price. The quantities and the price from such a quotation do not apply to any repeat orders. If a non-binding offer is accepted by the customer, we have the right to revoke the offer.

3.3. No rights can be derived from any errors in the description of a product, in the conditions for the purchase of a product and/or quotation. Obvious mistakes or errors in a quotation do not bind us.

3.4. An order from the customer accepted by us is deemed to be decisive only according to type and brand. If a packaging, version, model, type etc. has changed, we are satisfied by delivery of the changed packaging, version, model, type, etc. at the applicable standard price.

3.5. We are completely free to accept or reject orders from a customer and to use minimum quantities or packaging units.

3.6. An agreement is only concluded, whether or not after quotation, at the moment (1) that when it has been confirmed in writing by us; (2) that when we start with the execution of the agreement; or (3) that we send a (pro forma) invoice to the customer for the relevant agreement.

3.7. Any agreement entered into by us contains the resolutive or suspensive condition that we ensure that the customer has sufficient creditworthiness, this solely at our discretion. In the event of insufficient creditworthiness, we have the right to refuse an order from a customer.

3.8. Changes and/or additions to the agreement and these terms and conditions are only valid if they have been confirmed in writing by us.

3.9. The risk of misinterpretation of an order given by telephone or with minimal description via another means of communication, which has not been confirmed in writing by the customer before the execution, is at the expense of the customer.

Article 4 Delivery

4.1. The delivery times specified by us are always approximate and are never strict deadlines. In the event of late delivery, a further reasonable period will be set in consultation to still deliver. Exceeding the delivery period does not give the customer the right to dissolve the agreement nor to compensate any damage suffered by the customer in this respect.

4.2. Unless otherwise agreed in writing, delivery takes place ex warehouse, the location of which has been indicated by MTC.

4.3. Unless otherwise agreed in writing, the risk of the delivered goods shall pass to the customer at the time of delivery. If another place for delivery has been agreed, the risk of the goods passes to the customer before the goods have been delivered to the carrier.

4.4. If goods are not in stock, MTC has the right to deliver the order in parts and/or, at its discretion, to deliver similar goods. Partial deliveries will be invoiced pro rata.

4.5. If we arrange the transport of the goods, whether or not on behalf of the customer, we are free to choose the packaging, the carrier and the route to be followed. The customer is obliged to take receipt of the goods at the agreed place of delivery and to unload them immediately. In case of long waiting time, the costs will be charged.

4.6. Upon delivery, the customer must check whether the delivered goods comply with the agreement and, among other things, check whether (1) the correct goods have been delivered; (2) the goods show visible damage and (3) the numbers, quantities and any expiry date of the goods are in accordance with the contract.

Article 5 Packaging

5.1. If the goods are delivered on so-called Euro pallets or on pallets that are part of a pallet pool, MTC will charge these pallets as packaging, unless identical, undamaged pallets are returned to MTC upon delivery. MTC reserves the right to charge one-off pallets.

5.2. The packaging for one-time use, except for one-off pallets, is included in the price of the products. No deposit is charged for this packaging except for legal obligation.

5.3. If we are obliged by our customers or by the government to take back (re)packaging, residual material, and the like upon delivery of the products, then the associated costs, including any costs of destruction on site, will be borne by the customer.

5.4. Packaging such as roll containers, crates, boxes, pallets and the like, insofar as not intended for single use, remains the property of MTC, even if no deposit is charged for this. The risk of damage or loss of the packaging rests with the customer until he has returned the goods to MTC in good condition.

Article 6 Storage

6.1 If MTC stores products sold to him or ordered by the customer on behalf of the customer, this will be done in a manner to be determined by MTC, without MTC accepting any liability in this respect. Nor are the products in question insured. The customer must take care of this himself. Costs of storage, including an administration fee, are passed on to the customer.

Article 7 Services

7.1. If MTC provides services to customer, MTC will make every effort to provide these services as well as possible.

7.2. Customer agrees that MTC may engage one or more third parties for the performance of services. For shortcomings of third parties, who do not work in the employment of MTC, MTC is not liable except for intent or gross negligence on the part of MTC. The authority to engage third parties also includes the authority to agree on behalf of the customer to a limitation of liability by the third parties concerned.

Article 8 Price, payment and security

8.1. Unless otherwise agreed, all our prices are in Euro, exclusive of VAT, excluding costs of packaging and/or packaging, excluding disposal fees and any other taxes, levies and or surcharges due from the government.

8.2. If a cost-determining factor of a product, such as raw material prices, freight rates, fuel prices, wage costs changes in the period between the date of offer and the date of delivery, MTC is entitled to adjust the agreed price accordingly and to pass it on to the customer. All increases in levies, taxes, import or export duties, excise duties and exchange rates will also be allowed to pass on MTC always and directly.

8.3. Unless otherwise agreed, the agreed price is based on delivery ex warehouse and excluding transport costs and any transport insurance.

8.4. Unless otherwise agreed, payment will be made in cash or on invoice and in the latter case no later than 14 days after the invoice date on the bank account number indicated by MTC or at the offices of MTC. Payment is made in the invoiced currency and without set-off, discount or suspension. Costs related to the payment are for the account of the customer. MTC is entitled to set off amounts that it has to claim from the customer at any time against amounts that MTC owes or will owe to the customer.

8.5. If there is good reason to fear that customer will not strictly fulfil its obligations, all claims of MTC against customer are immediately due and payable and customer is obliged, at MTC's first request, to immediately provide sufficient security in the form desired by MTC and, if necessary, to supplement it for the fulfilment of all its obligations. As long as the customer has not complied with this, MTC is entitled to suspend compliance with its obligations.

8.6. In the event that the customer has not paid or has not paid on time, the customer is in default by operation of law without prior summons or notice of default. From the time at which the customer is in default, he will owe the statutory commercial interest, plus two percent (2%), on the outstanding balance, whereby a part of a month counts as a full month. In that case, the extrajudicial and (pre)procedural (collection) costs are also due. Insofar as the customer acted in the exercise of a profession or business, we are entitled to compensation and payment of our full extrajudicial and (pre)procedural (collection) costs in deviation from Article 6:96 paragraph 5 of the Dutch Civil Code and also in deviation from the Decree on compensation for extrajudicial collection costs.

8.7. Payments made by the customer are primarily intended to pay interest, extrajudicial and (pre)procedural (collection) costs that have become due. Only after payment of these amounts will payments from the customer be deducted from due and payable invoices, each time deducting them from the longest due and payable invoices, regardless of the description given by the customer to the payment. MTC is always entitled to suspend the fulfilment of its obligations for a period equal to that with which the customer has failed to pay on time.

8.8. The claim against the customer will be immediately and fully due and payable, therefore including interest, costs and any invoices that are not yet due and payable, in the event of another attributable shortcoming by the customer or default already in force or if his goods are seized or suspension of payment, bankruptcy or receivership of the customer is requested. The afnemer is then automatically deemed to be in default, regardless of previous (term) agreements.

8.9. In the event of late payment, as well as in the other circumstances mentioned above, MTC always has the right to suspend the execution of the agreement or to dissolve it in whole or in part at its discretion without being obliged to pay any compensation.

8.10. Regardless of the agreed payment condition, MTC remains entitled at all times to require the customer to pay advance payment or sufficient security before proceeding with delivery or to proceed with a delivery that has already begun. If the required security or (down) payment is not provided within the set period, MTC is entitled to consider the agreement as dissolved without further notice of default, without being obliged to pay compensation.

Article 9 Retention of title

9.1. Products delivered by us to the customer remain our property until the time of full payment of the purchase price, including any interest and costs, whereby payments are always deemed to relate to the longest due invoice.

9.2. Ownership shall only pass to the customer as soon as the customer has paid the entire claim in full. Until the products have been paid for, the customer will keep the products for us as a good family man at his own expense and risk, including adequate insurance and as recognizable property of MTC. As long as the customer has not become the owner of the products delivered by us pursuant to the provisions of paragraph 1, the customer is not authorized to alienate, encumber or pledge products in any form whatsoever, or otherwise bring them into the power of third parties or to establish any limited right to them, unless otherwise agreed and except for delivery within normal business operations. Exception applies to the situation in which the customer has fallen into bankruptcy or suspension of payments, in which case resale in the normal course of business is not permitted. Furthermore, the buyer is obliged to immediately report to MTC any circumstance that adversely affects or may affect the item.

9.3. Customer already now grants MTC all cooperation necessary to enable MTC to exercise its property rights and to take back unpaid products, including the right to enter, where appropriate, all those places where the products delivered by MTC can be found. If the customer does not comply with the provisions of this article paragraph on first request, the customer will forfeit to MTC an immediately due and payable penalty equal to 10% of the amount still owed by the customer to MTC per day.

9.4. If the retention of title is invoked, the customer is not entitled to compensation for the storage costs, nor can it invoke a right of retention in this respect.

9.5. The aforementioned retention of title also extends to any claims of MTC due to failure of the customer in one of its other obligations under the agreement and over claims of MTC due to previous agreements with the customer.

9.6. The contractor is obliged, at MTC's first request, to cooperate in all ways with all reasonable measures that MTC wishes to take to protect its interests and/or property rights, provided that the measures to be taken do not disproportionately hinder the customer in its business operations.

Article 10 Complaints

10.1. The customer must report visibly detected defects by telephone immediately after receipt of the goods the same day and make this report known in writing, in detail, within 7 days. In the event of invisible defects, the customer must notify this in writing and motivated within 2 days after discovery and at the latest within 7 days after delivery. Furthermore, the customer provides sufficient cooperation to us to investigate the merits of the submitted complaint. No complaint will be admissible if the customer has processed the delivered goods or has delivered them to third parties.

10.2. Deviations regarding quantity as well as immediately visible damage also in the packaging must be stated immediately on any (transport) document, failing which the goods are deemed to have been approved on those aspects and the customer cannot take any action against MTC. The customer bears the burden of proof that the goods of which he complains are the same as those supplied by MTC.

10.3. Minor deviations will never constitute a ground for the customer to refuse the goods in question or to dissolve the agreement. Complaints of any kind never suspend the payment obligations of the customer. The right of complaint lapses if the products have been modified, repaired or resold by the customer in any way.

10.4. The afnemer can only object in writing to an invoice within 7 days of the invoice date. At the end of that period, the customer is deemed to have agreed that the relevant invoice correctly reflects the transaction with us.

10.5. After the expiry of the periods referred to in this article, the customer is deemed to have approved the delivered goods or the invoice. In that case, complaints will no longer be processed by us.

10.6. The mere fact that we are investigating a complaint does not automatically imply that we acknowledge any liability in this respect.

10.7. If the complaint concerns part of the delivered products, this cannot be a reason for rejection of the entire batch.

10.8. If the customer has rightly expressed a complaint, MTC has the choice to still deliver the agreed product, or to take back and replace the rejected product, or to credit the customer for an amount equal to the price owed by the customer for the rejected product, or to dissolve the agreement and refund the payments made. Consequential damages will not be reimbursed by MTC. The contractor does not have the right to dissolve the agreement.

10.9. Products delivered by the customer can only be returned in consultation with and after permission from MTC. The return shipment must be sent to the warehouse address specified by MTC. All costs related to a return shipment are for the account of the customer.

Article 11 Force majeure

11.1. Force majeure should be understood to mean any circumstance beyond mtc's control that is of such a nature that compliance with the agreement cannot reasonably be required of MTC (so-called non-attributable shortcoming in performance). Force majeure also includes: mobilization, war and threat of war, riots, strike, terrorist acts, demonstrations, lack of personnel, business and transport disruptions of any kind, defects in machinery, disruptions in the supply of energy and / or supply of materials by third parties, non-performance by (sub)suppliers, epidemics, obstacles caused by measures, laws or decisions of international, national or regional (government) authorities, fire, explosion, frost, snowfall, flooding, storm damage and other natural disasters.

11.2. If MTC is unable to fulfil the agreement in time due to force majeure, MTC has the right to execute the agreement at a later date, or to consider the agreement as dissolved, this exclusively at the discretion of MTC, by means of a written statement, stating the circumstance that prevents (further) execution, provided that this can also be reported in this way in view of the circumstance. MTC is entitled in these or such cases, at the sole discretion of MTC, to dissolve the agreement after a reasonable period of time without any obligation to pay compensation, or to demand that the agreement be adapted to the circumstances.

11.3. If MTC has already partially fulfilled its obligations at the onset of the force majeure situation, or can only partially meet its obligations, MTC is entitled to invoice the executed or still to be executed part separately. The customer is then obliged to pay the invoice as if it were a separate agreement.

Article 12 Guarantee

12.1. MTC does not give any other or more extensive guarantee on goods than the guarantee of its suppliers and/or producers for the goods in question.

12.2. If a supplier and/or producer generally does not provide a guarantee on a good, MTC guarantees that the good in question has the properties that can be expected from it for a period after purchase, which is reasonable for such good in relation to the requested price. This period will in no case be longer than 6 months for regular goods and for goods with a shorter expiry date than 6 months for sale, no longer than the expiry date indicated on the product. The guarantee only applies to normal use, in accordance with the applicable regulations for the good in question. In the event that the good turns out to be defective within this warranty period, the customer will contact MTC. MTC has the choice to still deliver the agreed goods, or to take back and replace the goods in question, or to dissolve the agreement and refund payments made. MTC is not obliged to do more than that. Under no circumstances is MTC obliged to pay any compensation due to the possible defectiveness of goods during the warranty period.

12.3. If the buyer buys goods from MTC of which the expiry date is short or expired, the buyer buys these goods on the basis of tel quel and MTC does not give any guarantee for the quality, unless the supplier and /or producer has made a commitment to this.

12.4. Performing repair and/or modification work on a good without the written permission of MTC cancels any warranty. The same applies if the good has not been treated, stored, transported and/or cleaned as prescribed.

12.5. Defects caused by normal wear and tear, by improper use, handling or transport, use not in accordance with the manual or prescription, or defects that occur after modification or repair by the customer or by third parties, always remain outside the warranty.

12.6. In the event of resale of goods to third parties, the buyer will not provide a more far-reaching guarantee than that shown in this article.

12.7. No guarantee is provided on services. No guarantee is given on natural products insofar as they are matters that are inherent in the natural product in question.

Article 13 Liability

13.1. In the event of defectiveness of delivered goods, MTC's liability is limited to compliance with the guarantees included in Article 12 of these terms and conditions.

13.2. In the event of force majeure, MTC's liability is limited to what is included under Article 11 of these terms and conditions.

13.3. We are under no circumstances obliged to pay compensation for consequential damage, such as loss of turnover or loss of profit.

13.4. MTC is not liable for damages arising in connection with intermediaries, representatives, employees, communications, explanations or advice provided by MTC in the broadest sense of the word, such as, but not limited to, with regard to loading, unloading, transport, storage, storage, storage, use, composition and/or suitability of the goods delivered by MTC or third parties to the customer.

13.5. MTC excludes any liability, except for direct damage resulting from gross negligence or gross negligence on the part of MTC. The liability for the damage referred to in the previous sentence is limited to the amount of the order in question. MTC is not liable for other damage, in any form or of any kind whatsoever.

13.6. The afnemer indemnifies MTC against all claims of third parties in respect of damage to be suffered or suffered by the latter, in connection with the delivery of products by MTC to the customer.

13.7. The provisions of this Article 12 do not affect any liability of MTC under mandatory provisions relating to product liability. MTC limits its liability for damage as referred to in this article paragraph to the amount for which it has coverage under its liability insurance or, if such insurance has not been taken out and/or no coverage is provided, to the total price stipulated in the relevant agreement excluding VAT.

13.8. If, in its opinion, MTC is obliged to take measures or to cooperate with recalls initiated by producers to prevent (further) damage as a result of claims by (the final) customers on the basis of a defect in the delivered products, the customer undertakes to cooperate with such measures and, if this proves necessary or desirable, to be included in the liability of the producer by MTC.

13.9. We are not liable for damage caused by auxiliary persons, even if this has arisen due to their intent or gross negligence.

13.10. We do not accept any liability for damage that has arisen during or is the result of loading and / or unloading of the goods, including the place where the goods are available to the customer, all this except for intent or gross negligence on our part.

13.11. Insofar as our goods are provided with an expiry or use date, we do not accept any liability for consumption or use of these products after the expiry or use date.

13.12. The customer must ensure that products, on which an expiry or use date is stated, are no longer processed or made available to third parties after that date have expired. The customer expressly indemnifies us against claims from third parties on the basis of damage resulting from consumption or use of our products if they have been processed or processed by the customer after the expiry or use date, or whether they have been consumed or consumed. If the buyer purchases goods from MTC of which the expiry date is short or expired, as indicated in Article 12, the buyer purchases these goods on the basis of *tel quel* and the liability lies entirely with the buyer unless the supplier and / or producer has made a commitment about this.

13.13. During the (internal) transport and storage of products, the customer must act in accordance with the applicable laws and regulations and the storage regulations, failing which no liability can be accepted for (damage resulting from) defects in the products.

13.14. MTC stipulates all legal and contractual defences, which it can invoke to defend its own liability towards the customer, also for the benefit of its subordinates, the non-subordinates for whose conduct MTC would be liable under the law and the suppliers of MTC.

Article 14 Intellectual property

14.1. All documents, sales brochures, images, drawings, quotations, specifications, designs, etc., provided by MTC to the customer remain the property of MTC. The buyer is not entitled to use them for a purpose other than that for which they have been made available to the customer.

14.2. The afnemer is not entitled to disclose the documents referred to in the previous paragraph or the information contained therein or otherwise made known to the customer to third parties, to provide access to them and will immediately return these documents at MTC's first request, without withholding (digital) copies thereof.

14.3. In the event of unauthorized use of the documents – including explicitly referred to drawings, specifications, quotations, designs, etc., the customer is obliged to compensate MTC for all damage it suffers as a result, including, but not limited to, lost turnover / profit and the costs involved in drawing up the relevant designs, if they are made exclusively for the customer.

14.4. Customer is obliged to indemnify MTC against all claims from third parties, due to infringements of intellectual property alleged by them. Furthermore, the customer declares that it will in no way infringe the intellectual property of MTC, related to or by it manufactured concepts, models or drawings, brands and other intellectual performances. Furthermore, the customer is obliged to indemnify MTC against any other liability and is obliged to stipulate a corresponding exoneration in its agreements with third parties where possible.

Article 15 Cancellation

15.1 If the customer wishes to cancel an agreement concluded with us, the customer is in any case obliged to compensate MTC for all expenses incurred by MTC in the context of the assignment in connection with ordered and possibly still to be purchased, products, processed or processed materials and raw materials, as well as to compensate MTC for the damage caused thereby, which costs and damages are set in advance at 50% of the invoice amount (excluding VAT), subject to all rights to further damage compensation.

15.2. In the event of cancellation of an agreement aimed at the delivery of products that do not belong to our standard range, i.e. products that have been manufactured at the request of the customer, or products ordered elsewhere by us for the customer, the customer also owes cancellation costs in the amount of 100% of the invoice amount involved in the agreement (excluding VAT).

15.3 Cancellation must be made no later than 15 working days before the agreed delivery time. Afterwards, cancellation is no longer possible and what is stipulated in Article 4 regarding the delivery applies.

15.4. If it is due to the customer that products ordered by him cannot be delivered, this is considered as cancellation of the agreement and the customer owes the full amount of the agreement (excluding VAT) plus any transport, storage and other costs incurred.

15.5. Customer shall also reimburse the costs arising from cancellation and any currency losses and indemnify MTC against any possible claim by third parties in this regard.

Article 16 Termination; dissolution

16.1. If the customer does not, not properly or not timely comply with any obligation that may arise for him from the agreement, as well as in the event of bankruptcy, suspension of payments, receivership, shutdown or liquidation of the customer's business, MTC is entitled at its discretion, without any obligation to pay compensation and without prejudice to its other rights, to dissolve the agreement and any related agreement, out of court by means of a single written notification, unilaterally, immediately and without notice of default in whole or in part, or to suspend the further execution of the agreement. Furthermore, all claims of MTC against the customer in those cases become immediately due and payable.

16.2. In the event of dissolution, the customer is obliged to compensate MTC for the damage it suffers as a result, which damage is at least equal to the amount of installments already paid in advance on the relevant agreement.

16.3. If we have dissolved or terminated the agreement, the claim against the customer, plus interest, damage and costs, is immediately and fully due and payable.

16.4. The customer has no right to terminate or dissolve an agreement concluded with us in whole or in part, or to suspend his obligations if he is in default at that time.

Article 17 (Ver)Invalid provisions

17.1. If, in the opinion of the court, any provision of these terms and conditions is qualified in whole or in part as unreasonably onerous or as void or voidable, it will be deemed to have been converted into a provision that, as far as possible while retaining the content and purport thereof, is not considered unreasonably onerous, void or voidable. The other provisions remain in full force.

Article 18 Transfer and forfeiture of rights

18.1. We are entitled to transfer all or part of our rights under agreements to third parties.

18.2. Any claim against us shall lapse if we are not legally involved within 6 (six) months of receiving the claim relating to that claim.

Article 19 Digital data and privacy

19.1. The customer's data will be recorded in a file at the conclusion of an agreement. This file is used for the following purposes: the execution of our services (such as the delivery of our products), marketing and sales activities such as informing as well as possible about our (other) products and market research.

Article 20 Confidentiality

20.1. Customer is obliged to keep all information and data of MTC secret. Within the framework of the agreement, the Customer will take all possible precautions to protect the interests of MTC.

Article 21 Applicable law and competent court

21.1. All our offers and all transactions with us, however named and for whatever reason, are exclusively and exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) and of any other international regulation whose application can be excluded are expressly excluded.

21.2. All disputes arising from and/or related to these terms and conditions, an agreement and/or offer, including a dispute regarding the existence, validity and termination of these terms and conditions or any non-contractual obligation arising out of or in connection with these terms and conditions, will be adjudicated by the competent court in Rotterdam, unless MTC prefers the court of the customer's domicile.

These terms and conditions were last amended in December 2022 and filed with the K.v.K.