

Of: PET Power B.V.  
Hermelijweg 2  
4877 AE Etten-Leur  
Nederland,  
hereinafter to be mentioned: PET Power

## Article 1 Definitions

Unless explicitly stated otherwise, in these Standard Terms the following definitions shall apply:

**Agreement:** the Agreement between PET Power and Buyer  
**Buyer:** the natural person or legal entity with whom PET Power, as selling party, has signed an Agreement.  
**Commodity:** manufactured products from PET Power that are of relevance in the Agreement that is established with the Buyer. **Delivery "Ex Works":** a transaction in which the seller's only responsibility is to make the ordered goods available to the buyer at the seller's premises. The buyer bears the cost and risk in transporting the goods from the seller's premises to destination. **Incoterms 2010:** international recognized commercial delivery conditions regarding international dispatch of commodities.  
**PET-Power B.V.:** the user of these Standard Terms.  
**Reseller:** a company or individual that purchases goods or services with the intention of reselling them rather than consuming or using them.  
**Terms:** these Standard Terms of Sale and Delivery.

## Article 2 General

- These Terms shall apply to every offer or quotation that PET Power makes and every Agreement that is realized between PET Power and a Buyer, in so far as parties have not explicitly and in writing departed from these Terms prior to realization of the relevant Agreement.
- Any departures from these Terms agreed to under the first sub clause, unless agreed to otherwise explicitly and in writing, shall relate solely to the relevant Agreement.
- These Terms shall equally apply to all Agreements with PET Power for whose implementation PET Power needs to engage third parties.
- Standard Terms (of Purchase) of the Buyer shall only apply if prior to the realization of the relevant Agreement it has been agreed explicitly and in writing that they apply to the Agreement with the exclusion of these Terms. At concurrent applicability, for whatever reason, of these Terms and the standard terms of the Buyer, these Terms shall prevail.
- If one or several provisions in these Standard Terms are void or become void, the other provisions of these Standard Terms shall remain in full force. In such an eventuality, PET Power and Buyer will enter into mutual consultations for the purpose of agreeing on new provisions to replace the void or voided provisions, whereby if and in so far as possible purpose and purport of the original provision will be optimally approximated.

## Article 3 Offers and Quotations

- The offers and quotations made by PET Power shall be valid up to 30 days upon deadline. PET Power shall only be bound to the quotation if its acceptance is confirmed by the Buyer in writing within thirty days. Starting the thirty-first day upon deadline the quotation made by PET Power shall be without obligation i.e. not binding anymore, unless the quotation explicitly states otherwise.
- Delivery times in quotations of PET Power shall be indicative whereby overruns shall not entitle the Buyer to dissolution or damages, unless explicitly agreed otherwise.
- The prices in intended offers and quotations shall be exclusive of VAT and other government levies as well as shipping and any transport and packaging costs, unless explicitly stated otherwise.
- Acceptance of a quotation by Buyer shall relate to the entire quotation and therefore, unless explicitly stated otherwise, indivisible. If the acceptance proves thus to deviate from the entire offer incorporated in the quotation then PET Power shall not be bound. The Agreement will then not be realized as per this

deviating acceptance, unless PET Power decides to accept this factual offer from Buyer.

- A composite price quotation shall not obligate PET Power to make delivery of a portion of the commodities forming part of the offer or quotation at a corresponding portion of the quoted price.

## Article 4 Performance of the Agreement

- The Agreement is established once PET Power respectively has accepted and confirmed an order from the Buyer in writing. The order confirmation is considered to reflect the Agreement correct and complete, unless the Buyer raises an objection in writing within 48 hours after receipt of the order confirmation.
- PET Power will perform the Agreement to the best of its understanding and ability and in accordance with the standards of good

craftsmanship. Such on the basis of the standards then in place at PET Power.

- PET Power shall be entitled to implement alterations in her standard product range and its related specifications, without informing the Buyer in writing prior to implementation of the alteration nor to obtain preceding approval from the Buyer for implementation of the alteration.
- If and in so far due performance of the Agreement requires, PET Power shall be entitled to decide at own discretion to have certain activities implemented by third parties.
- The Buyer shall ensure that all data with respect to which PET Power stipulates they are needed or with respect to which Buyer should reasonably be aware they are needed for the performance of the Agreement are supplied promptly to PET Power. If the data needed for the performance of the Agreement have not been promptly supplied to PET Power then PET Power shall be entitled to suspend the performance of the Agreement and/or bill the Buyer for the extra costs ensuing from the delay as per its customary rates.
- PET Power shall not be liable for damage, of any nature, as a result of PET Power assuming inaccurate and/or incomplete data supplied by the Buyer.
- If it has been agreed that the Agreement will be performed in phases then PET Power shall be permitted to suspend the performance of those components that form part a subsequent phase until such time that the Buyer will have approved in writing the preceding phase.
- If in the context of the Agreement by PET Power or by third parties engaged by it activities are implemented on the location of Buyer or on a location designated by Buyer then Buyer shall ensure, at no payment, the availability of all facilities reasonably requested by intended employees.
- Buyer shall hold harmless PET Power against any claims from third parties who incur damage in connection with the performance of the Agreement which is attributable to Buyer.

## Article 5 Delivery and Transport

- Delivery shall be "Ex Works" of PET Power.
- Standard delivery is made on the basis of "Incoterms 2010" or its supplement, renewed or revised or amended version. The version of "Incoterms" valid at the moment of signing the Agreement shall apply.
- If PET Power organizes and calculates the transport of purchased commodities then transport shall be under "AVC 2002/CMR terms" or under its subsequent, renewed or revised or amended version then the version of "Incoterms" valid at that moment shall apply.
- Buyer shall accept the commodities at the moment that PET Power delivers them or has them delivered or at the moment that they are placed at its disposal as per the Agreement.
- If the Buyer delays the taking delivery of the goods made available to him, PET Power is at all times entitled to invoice the costs attached to his delay as well as the goods.
- If the Buyer refuses acceptance or fails to supply information or instructions needed for making delivery then PET Power shall be entitled to put the commodities in storage for account and risk of Buyer.
- If delivery of the commodities has been agreed with the Buyer then PET Power shall be entitled to bill any delivery costs. In such an eventuality, these will costs be billed separately.
- If PET Power needs data from the Buyer during the performance of the Agreement then delivery time shall commence after the Buyer will have made such data available to PET Power in full.
- If PET Power has stated a period for delivery, such period shall be indicative. A stated delivery time therefore shall never be an absolute deadline, unless agreed otherwise. In case of a period overrun, the Buyer shall notify PET Power of default in writing whereby in such an eventuality a reasonable period shall be offered of at least 30 days within which the commodities can as yet be delivered without Buyer being entitled to compensations for the then delayed delivery or to any compensation whatsoever.

- PET Power shall be entitled to deliver the commodities in portions unless a relevant departure has been agreed by Agreement or the sub-delivery has no autonomous status. PET Power shall be entitled to bill separately for the thus delivered commodities.

- PET Power shall be deemed to have fulfilled its contractual obligations in respect of any delivery, though the quantity may be up to 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.

- When the Buyer collects the commodities of the Agreement at PET Power, the Buyer is assigned to inform PET Power 24 hours prior to the pick up at the latest.

## Article 6 Samples and Models

- When to the Buyer has been shown or supplied a sample, drawing, photo, model, or another image then this was merely for indicative

purposes without the requirement the deliverable commodity shall be an accurate match unless it has been explicitly agreed that the commodity shall be a complete match.

## Article 7 Inspection, Complaints

- Buyer shall inspect the delivered merchandise (have same inspected) at the moment of delivery but in any event within the shortest possible period. This shall include an assessment by the Buyer whether quality and quantity of the delivered merchandise match the agreed specifications, at least satisfy the requirements imposed thereon in the context of normal (commercial) transactions.
- In compliance with the obligation to inspect of Buyer agreed to in the first sub-clause, any defects or short counts shall be reported to PET Power properly substantiated, in writing and accompanied by documentary evidence within eight days upon delivery.
- If complaints are submitted under the preceding sub-clause then this will not affect merchandise delivered earlier nor merchandise yet to be delivered, not even when such merchandise has been or will be delivered in the performance of one and the same Agreement. In appropriate cases, PET Power shall be entitled to replace or compensate at own discretion defective merchandise that has been acknowledged and returned as such, without being liable for

any (additional) (damages) compensation. Merchandise can only be returned to PET Power after prior written permission from PET Power.

## Article 8 Compensations, Price, Costs

- If PET Power has agreed with Buyer on a fixed sales price then PET Power shall nevertheless be entitled to increase the price if certain cost factors alter the purchase price and in so far as such factors are beyond the control of PET Power.
- PET Power shall be permitted to pass on price changes, among other reasons, when significant price changes occurred with respect to one of these cost price components between the moment of confirmation of order, but prior to delivery of the merchandise. Without prejudice to the general applicability of this clause, it shall specifically apply to changes in raw materials prices, import and export duties, or other government duties or taxes materializing after transmission of the confirmation of order, and to changes in the exchange rate of the Euro against the currency in which PET Power sold the merchandise.
- The prices applied by PET Power are ex works and exclusive of VAT and any other statutory levies plus any costs to be incurred during the performance of the Agreement, including shipping and admin costs, unless explicitly stated otherwise in the Agreement.

## Article 9 Amending the Agreement

- If during the performance of the Agreement realizing due performance proves to require changes and/or supplements to the activities to be performed, or PET Power cannot be reasonably expected to continue without any changes then parties will modify the Agreement accordingly on a timely basis and in mutual consultation.
- If parties agree that the Agreement will be amended and/or supplemented, this can affect the time of completion of the performance. PET Power will notify the Buyer of such an eventuality as soon as possible.
- If the amendment and/or supplement to the Agreement has financial and/or quality consequences then PET Power will notify the Buyer of such eventualities in advance.
- An accepted Agreement may not be cancelled in whole or in part by the Buyer without the specific written agreement of an authorised representative of PET Power. An accepted Agreement is an agreement that has been duly confirmed by PET Power by means of an order confirmation with a firm order date and which has not been rejected by the Buyer within 2 working days after the date of the order confirmation. In case of cancellation of any order or any part of an order, the Buyer will indemnify PET Power against all losses, cost and damages which results from there, including the purchase value and storage cost of said goods.

## Article 10 Payment

- Payment shall be made within the period stated on the bill by a method to be stipulated by PET Power and in the currency employed in the bill. Buyer shall not be entitled to suspension or setting off with respect to bills, such in departure from the provisions in Book 6, "Burgerlijk Wetboek" (Dutch Civil Code), regardless any deficiency or complaint.
- If Buyer defaults on the payment within the period stated in the bill then Buyer will be legally in default without any requirement of notifying such default. In such an eventuality Buyer shall owe an interest over the amount payable, being the promissory note discount rate of "De Nederlandsche Bank" valid on due date, plus 3.5% per month or a portion of a month. The interest over the duly payable amount will be charged from the moment that Buyer is in default until the moment of settlement of the full amount.
- All judicial and extra-judicial costs, including any execution costs, PET Power is compelled to incur to realize collection of billing amounts shall be for account of Principal, whereby said costs are set at a minimum of 15% of the total in outstanding amounts (at a minimum of € 500,00) plus the interest defined in the second sub-clause. Judicial costs shall not be limited to the assessed court costs but will

be integrally for account of Buyer if the latter (to a major degree) proves to be the party rules against.

4. In case of liquidation, bankruptcy, debt rescheduling ordered for a natural person, seizure or Buyer's suspension of payment, the receivables PET Power has on Buyer shall be immediately due and payable, whereby the same shall apply should Buyer proceed to realize liquidation or sale of his business or continues to default on prompt compliance with any other obligation on whatever account or title towards PET Power, such without requiring a defaulting notice.
5. PET Power shall be entitled to employ the payments made by Buyer in the first place for discharging the collection costs, then for discharging the accrued interest, and finally for discharging the principal sum and the current interest.
6. Without getting into default, PET Power shall be permitted to refuse an offer to make payment if the Buyer stipulates a different allocation sequence.
7. PET Power shall be permitted to refuse full repayment of the principal sum if such a repayment does not include full settlement of the accrued and current interest plus the collection costs.
8. PET Power shall have the option to charge a 2% credit limit surcharge.

**Article 11 Reservation of Title**

1. PET Power shall retain title, with full possession and competence, of all tools and moulds required directly or indirectly for the correct performance of the Agreement, regardless of each (visible) contribution to their purchase or development that has been or will be made by Buyer to PET Power. Buyer shall never be entitled to demand the tools and moulds in whole or in part, or claim in any manner or form (partial) title thereto. Buyer shall be obligated, at first request from PET Power, to make direct payment to PET Power of its full, agreed contribution to mould and tool costs if PET Power deems such, for whatever reason, required.
2. PET Power will deliver all merchandise subject to reservation of title. Buyer shall have full and unencumbered title to the delivered merchandise only if Buyer has fulfilled all payment obligations towards PET Power and other obligations ensuing from this Agreement as well as from any further or new Agreements between PET-Power and Buyer. Buyer shall therefore not trade, repack, process, fill, sell, or in any way encumber the merchandise delivered subject to reservation of title without the explicit and prior written permission from PET Power.
3. If the Buyer acts in his capacity of reseller, notwithstanding the provisions in the preceding sub-clause, he shall be entitled in the context of his normal business operations to sell the merchandise delivered subject to reservation of title.
4. Buyer shall not be competent to pledge or in any other way encumber the merchandise delivered subject to reservation of title.
5. If third parties seize the merchandise delivered subject to reservation of title or intend to vest rights therein or claim rights thereto then Buyer shall be obligated to inform PET Power of such as quickly as may reasonably be expected.

**Article 12 Suspension and Dissolution**

1. PET Power shall be competent to suspend compliance with all its obligations towards Buyer or towards parties allied with Buyer, or to dissolve the Agreement without any requirement to make any compensation, if:
  - the Buyer does not comply or incompletely complies with the obligations from the Agreement;
  - after the signing of the Agreement, PET Power becomes aware of circumstances that are cause for fearing that Buyer will not comply with the obligations. When there is cause to fear that Buyer will comply only partially or unduly then full dissolution shall be permitted only to the degree justified by the anticipated deficiency;
  - at signing of the Agreement, the Buyer has been asked to put up security for compliance with his obligations from the Agreement and this security fails to materialize or proves inadequate. Once security has been pledged, the competence to suspend will lapse unless consequently the intended payment was unreasonably delayed.
2. Moreover, PET Power shall be competent to dissolve the Agreement without being bound to make any compensation, if circumstances occur of a nature that render compliance with the Agreement impossible or by standards of reasonableness and fairness can no longer be demanded, or if otherwise circumstances occur of such a nature that unchanged continuance of the Agreement cannot reasonably be expected.
3. If the Agreement is dissolved then the receivables of PET Power on Buyer shall be immediately due and payable. If PET Power suspends compliance with the obligations then it shall retain its claims by Law and under this Agreement.
4. PET Power shall consistently retain its right to claiming damages.

**Article 13 Liability**

1. The liability of PET Power is limited to the amount paid out in the event concerned on the basis of the liability insurance taken out by PET Power, plus the amount of the excess which under the policy conditions is not borne by the insurer. If and insofar as, for any reason

whatsoever, no payment takes place pursuant to the insurance referred to, the liability will be limited to the invoice amount of the delivery by reason of which the liability has arisen.

2. PET Power shall never be liable for indirect damage, including consequential damage, loss of profit, unrealised savings, and business interruption damage.
3. PET Power shall not accept liability, in any form or manner, in terms of sterility for the assortment of radiated merchandise delivered by it. It will be the explicit job of the Buyer to conduct microbiological validations for this purpose. Should PET Power conduct these for the benefit of Buyer, even then the burden of concluding and establishing sterility and the associated risk shall at all times bear on the Buyer (in accordance with its obligation to inspect defined in article 7).
4. The limitations incorporated in these Terms with respect to liability for direct damage shall not apply if the damage is attributable to malicious intent or gross culpability on the part of PET Power.

**Article 14 Risk Transfer**

1. The risk of loss of or damage to the products that are object of the Agreement shall transfer to Buyer the moment that legal and/or effective delivery of intended products is made to Buyer, intended products are brought under the control of Buyer, a third party to be designated by Buyer, respectively.

**Article 15 Force Majeure**

1. Parties shall not be bound to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not attributable to legal fault and is not for their account by law, legal act, or accepted commercial practice.
2. A force majeure situation in these Terms shall be, in addition to its definition at law and in case law, all extraneous causes, whether or not foreseen, beyond the control of PET Power but preventing PET Power from complying with its obligations.
3. Preceding sub clause shall include war, complete or partial strike, import or export restrictions, blockade, accidents of any nature, shortage of packaging materials or means of transport, shortage of process related products or raw materials, disruption of the normal market of products as a result of a decision by a power or an unforeseen element.
4. PET Power shall also be entitled to rely on this force majeure clause if the circumstance that prevents (continued) compliance commences after PET Power should have complied with its obligation.
5. For the duration of the force majeure situation, parties shall be permitted to suspend the obligations from the Agreement. If this period extends beyond two months, either party shall be entitled to dissolve the Agreement without being bound to pay damages to the other party.
6. In so far as at the moment of commencement of the force majeure situation PET Power has already partially complied with or will be able to fully comply with its obligations from the Agreement, and if the portion that has been complied with, is to be complied with, respectively, possess autonomous value then PET Power shall be entitled to bill separately for the portion already complied with, to be complied with, respectively. The Buyer shall pay this bill as if it concerned a separate Agreement.

**Article 16 Indemnifications**

1. The Buyer shall indemnify PET Power for all claims by third parties concerning intellectual property rights to materials and data supplied by Buyer being used in the performance of the Agreement.
2. If Buyer supplies to PET Power media, electronic files, software, or other similar devices, it warrants that the media, electronic files, software, or other similar devices will be free of viruses and/or defects.

**Article 17 Intellectual Property Rights and Copyrights**

1. Without prejudice to the other provisions in these Terms, PET Power shall reserve the rights and powers attaching to PET Power by virtue of intellectual property rights, such to include copyright, trademark rights, and drawings and models rights.
2. Buyer shall not introduce changes in the merchandise without the prior written permission from PET Power, unless otherwise agreed in writing. PET Power shall be entitled to attach conditions to its permission.
3. Any designs, sketches, drawings, films, software, and other materials or (electronic) files realized in the context of the Agreement by PET Power shall remain the property of PET Power regardless whether these were made available to Buyer or to third parties, unless explicitly agreed otherwise. Article 6, sub-clause 2, in conjunction with article 23, "Benelux Tekeningen en Modellenwet" (Benelux Designs and Models Act) shall not apply.
4. The sole purpose of all documents such as designs, sketches, drawings, films, software, (electronic) files, etc., possibly supplied by PET Power shall be their use by Buyer in accordance with nature and purport as agreed at the moment that the Agreement was signed, and they shall not be duplicated, disclosed, or made available to third parties by the Buyer

without prior permission from PET Power.

5. PET Power shall reserve the right to use for other purposes any expertise and designs created during the execution of activities, in so far as in this context no confidential information is brought to the attention of third parties.

**Article 18 Disputes**

1. The Court in the registered seat of PET Power shall be exclusively competent to hear disputes, unless the "kantonrechter" (small claims court) proves competent. Still, PET Power shall be entitled to bring the dispute before the Court prescribed by law.

**Article 19 Applicable Law**

1. Every Agreement between PET Power and Buyer shall be subject to the laws of the Netherlands. The "Weens Koopverdrag" (United Nations Convention on Contracts for the International Sales of Goods (CISG)) shall be explicitly excluded.

**Article 20 Amendment, Interpretation, Depository of these Terms**

1. These Terms have been deposited with the Chamber of Commerce in Breda, The Netherlands.
2. The Dutch language text of these Standard Terms shall always be decisive in matters of interpretation.
3. In case these Standard Terms do not foresee, "Incoterms 2010" shall apply.
4. The version of these Terms valid at the signing of the Agreement shall always be applicable.