

General conditions of sale and delivery of the Peter Greven Nederland C.V. and Peter Greven Nederland B.V.,

both with their registered office in Venlo, the Netherlands, and registered with the Chamber of Commerce under numbers 12040682 (Peter Greven Nederland C.V.) and 12040529 (Peter Greven Nederland B.V.)

I. Applicability

1. These general conditions of sale and delivery ("General Conditions") apply to all offers, quotations, order confirmations, deliveries of products and services and invoices from us to the customer, to every order that the customer issues to us and to all agreements between us and the customer as well as to every request from the customer for the delivery of products and/or services, irrespective of whether an agreement is/has been concluded between us and the customer. These General Conditions also apply - in the most current version - to all future agreements between us and the customer and to all offers, quotations, order confirmations, deliveries of products and services and requests for them, even if they are not specifically agreed again. The terms 'we' and 'us' always pertain to the Peter Greven entity that invokes these General Conditions.
2. The customer's general conditions do not apply to our legal relationship with the customer unless we have explicitly agreed in writing that they do apply. These General Conditions shall also apply if we execute the agreement with the customer without reservation despite being aware of terms and conditions of the customer that conflict with or deviate from these General Conditions.

II. Conclusion of agreements

1. All our offers and quotations as well as all orders from the customer, whether verbal or written, are free of obligation for us and do not bind us unless they are explicitly designated as binding or stipulate a specific period for acceptance. However, the customer is bound for four weeks by any order it issues.

Agreements between us and the customer are concluded if and as soon as we have sent a written or electronic confirmation to the customer, whereas the date on which such a confirmation has been sent is decisive.

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.
Chamber of Commerce Venlo No. 12040682

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A written or electronic confirmation from us will be deemed to reflect the entire agreement, including the applicability of these General Conditions. Any differing arrangements or changes must be confirmed by us, in writing or electronically.

2. Insofar as our offer or quotation states anything specific about the quality or condition of the products, the quality of the products to be delivered by us will be determined solely by such statements. However, we reserve the right to make any changes in this regard, in particular to the ingredients/constituents and/or the composition of the products to be delivered, unless (i) such changes are substantial and they are onerous for the customer or (ii) the information provided by us regarding the actual product or service to be supplied (e.g., formulas, ingredients, weights, dimensions, utility values, tolerances, technical data) as well as representations of them (e.g., drawings and illustrations) have been explicitly agreed with the customer as binding. The information we provide on the quality or condition of the products or services to be delivered, as well as any description or illustration in that regard do not constitute guarantees or binding agreements on quality or condition unless expressly stated otherwise by us in a written or electronic form. In the absence of any other written or electronic commitment in our offer or quotation, the aforementioned information is only a non-binding description or indication of the product or service to be delivered, differences from which are allowed in accordance with the first sentence of this Article II(2). Even if the intended quality of the product or service to be delivered has been bindingly agreed with the customer, we will still be entitled to make changes, provided they are made pursuant to mandatory provisions and can be required of the customer. If, however, they cannot be required of the customer, it will be entitled to terminate the agreement. However, in this case the customer will have no further claims, e.g., for compensation.
3. We reserve all rights, in particular ownership and copyright, to any documents, drawings, images, specifications, samples, etc. that might be made available to the customer. The customer may only use them for the contractually agreed purpose. They are to be treated as strictly confidential and may not be made available to third parties without our prior written consent.
4. Recommendations for the use or processing of the product to be delivered that we give to the customer are always without obligation, unless we are paid a separate fee for such recommendations.

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5. If we consider this necessary or desirable, we are entitled to engage third parties to perform the agreement with the customer. Third parties engaged by us may, as our auxiliaries, also invoke these General Conditions.

III. Prices and payment

1. Prices are for the products and services listed in our confirmation. Any additional or special services will be charged separately. Unless the parties explicitly agree otherwise, prices are:
 - exclusive of VAT and other government taxes, dues, levies and similar duties, insofar as they are for our account, as well as insurance charges;
 - in accordance with the relevant provisions of the most recent version of the Incoterms, currently the Incoterms® 2020 rules, for the delivery of products "ex works".
2. If the agreement is a framework or volume agreement or any other fixed-term agreement with (a) fixed agreed price(s), the parties agree that that/those price(s) will only apply for the calendar quarter after the agreement is concluded and that the parties will subsequently agree the applicable price(s) for each ensuing calendar quarter, insofar as the agreement does not explicitly provide otherwise.
3. If we have agreed with the customer that payment for the delivered products will be on the basis of the weight of the product to be delivered, then solely the weight determined by us upon dispatch of the product to be delivered, which we state on the delivery note, will be decisive.
4. Unless explicitly agreed otherwise in writing, our invoices are due within 30 days of the invoice date, with payment being made into a bank account designated by us, without any discount, suspension or set-off and without us owing any bank charges. The value date indicated in our banking records is decisive and is therefore considered as the date of payment.
5. If the customer does not perform its payment obligation, or only does so partially or does not do so on time, it will be deemed to be in default by operation of law and the amount owed by it will be immediately due and payable without any further demand or notice of default being required, to be increased by the statutory commercial interest calculated from the first day after the end of the payment period on any amount owed by the customer. We

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reserve the right to provide evidence of having sustained a greater loss than this as a result of the payment default.

6. All judicial and extrajudicial costs incurred by us for collecting amounts owed by the customer will be borne by the customer. Extrajudicial costs are set at a minimum of 15% of the amount due (including the interest referred to in the preceding paragraph), but at no less than EUR 500, without prejudice to our right to claim the actual costs if they turn out to be higher.
7. The customer may not offset any debt it has to us, whether disputed or not, against any debt we have to it, whether disputed or not, nor may it suspend the payment of any such debt to us.
8. We are at all times entitled to demand (partial) prepayment or to require security from the customer with regard to its payment obligation to us, and the customer is obliged to comply.
9. We are entitled to invoice any partial delivery referred to in Article IV(2) separately.
10. Unless explicitly agreed otherwise with the customer, all payments are to be made in € (Euros) and exclusively to us.
11. If the customer has not made payment or has not done so in full by the end of the payment period referred to in Article III(4), we will be entitled either to suspend performance of the agreement and any other agreements between the parties until the customer has provided security that is sufficient (in our opinion) for the fulfilment of its obligations or to terminate one or more agreements with the customer, wholly or in part, without being liable for compensation to the customer. We will also be entitled to demand compensation from the customer if it does not perform its obligations under any agreement or does not do so in full.

IV. Delivery, delivery period, transport, risk/risk transfer and *force majeure*

1. The delivery period(s) is/are governed by our order confirmation insofar as any fixed period(s) or date(s) is/are explicitly promised or agreed in it. Any other periods and dates promised by us are always approximate and, accordingly, they can never be considered to be strict deadlines.

A delivery period will be deemed to have been met if, before it ends, we have made the products available in our own factory (delivery ex works in accordance with the relevant

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provisions of the most recent version of the Incoterms, currently the Incoterms ® 2020 rules) and the customer has been notified that the products are ready. If the parties have agreed a different delivery method in writing, that different delivery method will only apply to that particular agreement and not to other agreements between the parties.

2. Partial deliveries are allowed to a reasonable extent if viable for the customer within the purpose of the agreement, if the delivery of the remaining products is ensured and if the customer does not incur any additional costs or need to exert significant additional effort as a result.
3. From the time of delivery, the products shall be for the account and at the risk of the customer. This shall also apply to partial deliveries. In addition, the customer is in default of acceptance if, after having been notified that the products are ready for dispatch, it refuses to take delivery of them on the specified date or fails to collect them on the specified date or have them collected by a carrier.
4. If a delivery is postponed at the customer's request or for other reasons attributable to the customer after it has been notified that the products are ready in accordance with Article IV(1), we will be entitled to store them (or have them stored) at the customer's expense and risk. We will be entitled to charge the customer storage costs of 0.5% of the price of the products in question per month or part of a month, up to a maximum of 5% of the price of the products in question, without prejudice to our right to claim the actual costs and losses if these turn out to be higher. This also applies if the customer has not taken delivery of the product(s) after the delivery period ends. In that case, we will be entitled to sell the product(s) with effect from 60 days after the end of the delivery period. If the proceeds of this sale are less than the original sale price, the customer is obliged to pay to us the difference between the two amounts plus any costs incurred by us in that regard.
5. Delivery is subject to proper and timely receipt of our own deliveries if we have entered into a congruent coverage transaction in that regard.
6. If and as soon as we inform the customer that the product(s) is/are ready for shipment, the customer must upon collection of the product(s) immediately check the product(s) and packaging (which is chosen by us unless explicitly agreed otherwise) for any shortfalls and visible defects. The customer must make a note of any shortfalls and visible defects in the product(s) and packaging on the delivery note and/or the transport documents (or give instructions for them to be noted down) and notify us of them in writing without undue delay, failing which the customer will be deemed to have approved the delivery in full. In that case,

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complaints about the delivered products will no longer be accepted by us, except as provided in Article VI. The customer must accept delivered products, including ones with minor defects, without prejudice to its rights under Article VI of these General Conditions, and it may not return them unless it has the right to terminate the agreement as provided by Article VI(4).

7. Product(s) to be delivered are only insured against theft, breakage, as well as transport, fire and water damage or other insurable risks at the customer's explicit request, and at its expense.
8. If we default on a delivery or if we are unable to deliver, the customer will be entitled to terminate the agreement in accordance with the statutory provisions. However, in that case the customer will not be entitled to compensation of any direct or indirect damage.
9. Instances of *force majeure* entitle us to postpone the delivery for the duration such situation persists plus a reasonable start-up period, or to terminate the agreement, in whole or in part with regard to the part not yet fulfilled.

In these General Conditions, the term *force majeure* means any situation independent of our will which prevents performance of the agreement, either wholly or in part, either permanently or temporarily, even if, when the agreement was concluded, such a situation was already foreseeable. Such situations include: transport difficulties, fire, accidents, import and export restrictions, war, war damage, mobilisation, political unrest, riots, insurrection, acts of war, epidemics, pandemics, natural disasters, government measures, sit-down strikes, serious disruptions in our company like strikes, lock-outs, excessive absence due to illness, defective machinery, cyber-attacks, disruptions to or failures in the supply of energy and/or the necessary raw materials, as well as the impossibility of performing the agreement due to shortcomings on the part of our suppliers or persons engaged by us or items used by us to perform the agreement.

We will immediately notify the customer in the event of *force majeure* as referred to in the preceding sentence. The customer may then ask us to state, within six weeks, whether we will terminate, wholly or with regard to the part not yet fulfilled, or deliver within a reasonable period of time. If we do not issue such a statement within the deadline set by the customer, the customer may terminate that part of the agreement that we have not yet performed. In that case, we will be entitled to claim payment for any part of the agreement that we did perform before the situation of *force majeure* occurred.

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V. Retention of title

1. Without prejudice to the provisions of Article IV(3), we retain title to all products delivered to the customer until it has fulfilled all its payment obligations to us (including any interest and costs). The title thus retained will apply to any and all claims we have against the customer due to any failure by it to perform one or more of its obligations to us.
2. The customer may not sell any products if and for as long as they are subject to a retention of title, nor may it establish any limited right on them other than in the ordinary course of its business. The customer is obliged to include a similar retention of title clause in any agreement it concludes with third parties regarding the products. The customer's right to sell the products in the ordinary course of its business will automatically lapse if it becomes subject to any attachment, if it has filed for a suspension of payments or bankruptcy or a third party applies for such against the customer, or if the customer concludes a payment arrangement with one or more of its creditors.
3. The customer is obliged to store all products that we sell and deliver to it separately in its company, ensuring that they are clearly identifiable. The customer also has a duty of care with regard to all products covered by the retention of title and must insure them and keep them insured, at its own expense at their new value, against all risks customary in the industry, including - but not limited to - fire, theft, explosion and water damage.
4. If the customer fails to perform or if we have good reason to believe that it will fail to perform its obligations under any agreement concluded with us, we will be entitled to remove (or arrange for the removal of) the products delivered under a retention of title from the customer's premises, to take them back and to store them elsewhere. This right applies in particular, but not exclusively, if the customer has filed for a suspension of payments or bankruptcy or a third party applies for such against it, or if it makes a payment arrangement with one or more of its creditors. If we invoke a stipulated retention of title, the customer hereby unconditionally and irrevocably authorises us or any third party/parties designated by us to enter any premises where the products owned by us are located and to take them back.
5. The customer must notify us immediately if third parties claim to have rights in respect of any products we have delivered to the customer under a retention of title, or if third parties want to establish rights on them or levy attachment on them. In that case, we will be entitled

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to temporarily or permanently remove (or arrange for the removal of) the products in question from the customer's premises.

6. Any costs incurred in exercising this retention of title, including transport and storage costs, will be borne by the customer.
7. If we exercise our retention of title, the provisions of Article IV(4) will apply *mutatis mutandis*, although no 60-day waiting period will apply in that case.

VI. Conformity / warranty / notification of complaints

1. We warrant the conformity of the products delivered by us as required for their normal use and in accordance with the instructions for use (if applicable).
2. If a defect occurs, the customer will notify us of such a defect in writing as well as the nature and extent of the defect as soon as possible, but no later than five days after the defect was or could reasonably have been discovered, to enable us to check the merits of the complaint. In every instance, the customer's right to invoke conformity lapses after this five-day period ends.

If, according to its nature and purpose, the product to be delivered is to be processed or mixed with another item, the customer must also carry out appropriate tests to verify that it is suitable for processing or mixing with the other item before using it for its intended purpose and check that it is free of defects after further processing or mixing.

3. If there is any defect in the product to be delivered, we are entitled to either remedy the defect or deliver a replacement at our discretion, without the customer being entitled to compensation in either case. The customer will bear any costs that exceed the normal costs of repairing or replacing such products or parts of them. This also applies to transport, travel and labour costs occasioned by the customer and any other costs that we should not reasonably have to bear, for example because they are not limited to the customer's own cost price. In all circumstances, the customer will cooperate fully with us to enable us to remedy the defect within a reasonable period of time, without our incurring any costs in this regard.
4. If we are unwilling or unable to remedy the defect or deliver a replacement, or if we refuse to do so or if there is an unreasonable delay in this regard for reasons for which we are responsible, or if any subsequent performance fails at least twice for other reasons, the

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customer will be entitled either to terminate the agreement or require a corresponding reduction in the purchase price, at its discretion, without being entitled to compensation in either case.

5. As regards essential products from third parties, our liability is limited to the obligation to assign any claim(s) that we ourselves are able to assert with respect to the delivered product, or the essential part of it, against our supplier. If such a claim against that supplier fails for reasons for which the customer is not responsible (e.g., due to that supplier being bankrupt), the customer will be entitled to submit a complaint to us in accordance with the provisions of this Article VI.
6. The provisions of Article VI(1) are exhaustive and exclude any other warranty or guarantee, whether written or verbal, explicit or implied, including warranties of saleability or fitness for a purpose other than that intended for the delivered product.
7. The customer is not entitled to any warranty, as referred to in Article VI(1), if it reworks the delivered product without our permission or has it reworked by third parties, thereby making it impossible or unreasonably difficult to remedy the defect. In any case, the customer must bear any additional costs incurred to remedy the defect due to the product being reworked. In addition, the customer is not entitled to any warranty, as referred to in Article VI(1), and we therefore accept no liability for damage if:
 - the customer has made unsuitable or improper use of the product;
 - the customer or third parties engaged by it have processed or mixed the product wrongly, unless as the processing instructions issued by us are incorrect;
 - the customer or third parties engaged by it have altered the product;
 - the product has undergone natural changes or been subject to wear and tear, unless we have explicitly warranted otherwise;
 - the product has been handled or stored defectively or negligently;
 - faulty operating equipment or replacement materials have been used;
 - the product has been subjected to chemical, electrochemical or electrical influences, unless we bear any blame for them;
 - the documentation, in particular formulas, instructions, samples or drawings, which the customer has made available to us to manufacture the products, or which we are/were required to observe during the manufacturing process in accordance with the customer's specifications. is defective or incomplete. We are not obliged to check the accuracy or completeness of any documentation provided by the customer.

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VII. Liability / compensation

1. The customer itself is liable for any damage caused by errors or defects in calculations, specifications and other incorrect, incomplete or unreliable information that it provides to us.
2. Any technical information or advice that we provide, in particular advice on the use or processing of the product to be supplied, without such information or advice being part of the service we have agreed to provide, is free of charge and entails no liability on our part.
3. We are not liable for any damage resulting from (i) any shortcoming in our dealings with the customer, whether or not it is attributable, unless it constitutes a breach of Article VI(1) of these General Conditions, nor for any damage resulting from (ii) any unlawful act against the customer unless such damage is due to intent or conscious recklessness on the part of our board or any managers subordinate to it.
4. In no event are we liable for any business, consequential and/or indirect damage, including, but not limited to, loss of profit and sales, losses incurred, damage due to delays and non-economic damage sustained by the customer. Nor are we liable for damage attributable to an act or omission by the customer itself, an employee of the customer or a third party engaged by it.
5. Without prejudice to the foregoing, our liability is in all instances limited to the original purchase price of the products or services performed or - if that amount is less - to the amount covered under our liability insurance and actually paid out to us in the specific instance.
6. Unless explicitly agreed otherwise in writing, the customer is obliged to hold us liable in writing, stating reasons, immediately after it has or could have been aware of the damage alleged by it. The customer must give us the opportunity to investigate the damage.
7. The customer must also take all possible measures to mitigate or prevent any damage.
8. The customer is obliged, at our request, to take back (recall) products it has put on the market that turn out to be defective and to do so within a period we deem to be reasonable. Any costs incurred in this regard and any damage sustained as a result will be borne by the customer unless they are our responsibility pursuant to Articles VI and VII.

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9. The customer must indemnify us against any claims and entitlements of third parties insofar as they relate to or are the result of the customer's failure to comply, or comply fully, with these General Conditions or the agreement in place between us and it or any statutory requirements or rules of ours, or if they are due to the customer's failure to inform third-party users sufficiently or at all regarding the use of the product, or if they are due to the customer wrongly providing data and/or information. The customer is also obliged to compensate any damage we suffer in such instances, including damage to our good name and reputation.

VIII. Intellectual property rights

1. Unless otherwise explicitly agreed, we only warrant that the products and services do not infringe any third-party intellectual property rights ("Property Rights") in the country of delivery unless we are aware of any infringements of Property Rights in the customer's place of business or in any other country where, according to the customer's written information to us, the product or service in question is to be delivered or performed, respectively, for the intended purpose. If a third party makes legitimate claims against the customer on the basis that the products delivered by us and used in accordance with the agreement or the services provided, infringe its Property Rights, we will be liable to the customer pursuant to the provisions of the first sentence of this paragraph of this article, as set out below.
 - a) The customer must immediately notify us in writing of any Property Right infringements alleged by that third party. We will, at our sole discretion and expense, satisfy such claims or put up a defence against them, or end the dispute by settling it. In this regard, the customer grants us the exclusive authority to decide on the legal defence and settlement procedures as well as the requisite powers of attorney in that individual case, including the right of substitution.
 - b) If any delivery infringes third-party Property Rights, we will remedy the cause of the infringement within a reasonable period of time. To this end, we will, at our discretion, either obtain at our expense a right of use/licence for the relevant products or services, or modify the product in such a way that the Property Right is not infringed, or replace that product.
 - c) If we do not succeed in removing the infringement of the Property Right, or if that is not possible under reasonable conditions or if it is unreasonable for the customer,

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Fax: +49 (22 53) 313-134
E-mail: Greven@Peter-Greven.com
VAT-IdNo. NL808425237B01

Banks:
ABN AMRO Bank N.V. Nr. 644910585
IBAN NL11ABNA0644910585
BIC ABNANL2A
Commerzbank Amsterdam
IBAN NL 36 COBA 0637 0495 27
BIC COBANL2X

Delivery address:
Edisonstraat 1
5928 PG Venlo,
The Netherlands
Industrial No. 4625
Phone: +31 (77) 3239323
Fax: +31 (77) 3239320



the customer may terminate the agreement or require a reduction in the purchase price, without being entitled to compensation in either case.

- d) We are not liable for claims by third parties that their Property Rights have been infringed, insofar as such infringements have been caused by particular specifications requested by the customer, or by an application that we were unable to foresee, or by the fact that the product or service in question has been modified by the customer or an unauthorised third party, or due to the fact that it has not been used in accordance with the conditions of use recommended or agreed by us, or due to the fact that it has been used together with products or services not provided by us. Under no circumstances are we liable for a third-party claim that is due to an infringement of Property Rights insofar as the customer is responsible for it. The customer indemnifies us against any such third-party claims asserted against us.
- e) In addition, we are not liable to the customer if it acknowledges an infringement against any such third party without our consent or if it ceases to use the product in question and does not notify the third party that that cessation of use does not constitute an acknowledgement of any infringement of Property Rights.

2. If any Property Rights are infringed, the provisions of Article VI(3) and (5) will apply *mutatis mutandis*.

IX. Export duty - condition for our deliveries

1. Delivery by us is subject to any requisite export licences being granted. It is also conditional upon the fact that it is not prevented by any other impediments due to export or transfer regulations incumbent on us as an exporter or on any of our suppliers.

X. Final provisions

1. All obligations between us and the customer, these General Conditions and all extra-contractual obligations arising from or related to them are governed by Dutch law, with the exception of Dutch private international law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.

2. Any and all disputes arising from or as a result of any agreement entered into by us or any offer or quotation to which these General Conditions apply, wholly or in part, or these General Conditions or any and all extra-contractual obligations arising from or related to them, will exclusively be settled by the competent district court in Limburg, sitting in Roermond, the Netherlands, unless the parties agree otherwise in writing.
3. The place of performance of all obligations arising from the agreement is Venlo, the Netherlands, unless explicitly agreed otherwise in writing.
4. If any provision of these General Conditions is or becomes null and void, the validity of the remaining provisions will not be affected as a result. The parties to the agreement will then be obliged to replace the invalid provision with one that approximates the economic objective of the invalid provision as closely as possible. This provision also applies to any omissions in the provisions of these General Conditions.
5. Any changes or amendments to any provision in these General Conditions are only valid if agreed in writing by the parties.
6. Unless the parties explicitly agree otherwise in writing, or unless otherwise provided in these General Conditions, any claim against us will in any event lapse one (1) year after the date on which the products were delivered or 1 (one) year after the date on which the products should have been delivered, or, as regards the provision of services, 1 (one) year after the date on which the services were provided or 1 (one) year after the date on which they should have been provided.

These General Conditions have been filed at the office of the Chamber of Commerce under numbers 12040682 (Peter Greven Nederland C.V.) and 12040529 (Peter Greven Nederland B.V.). The most recently filed version of them always applies.

Deliveries and services in accordance with our General Sales, Delivery and Payment Terms.
Chamber of Commerce Venlo No. 12040682

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