AFA Dispensing

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

1.1. In this document:

"Affiliate(s)" means a person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Supplier or Customer.

"Conditions" means these general terms and conditions of sale.

"Contract" means the binding sales agreement concluded in accordance with Section 3.1 of these Conditions.

"Customer" means any individual or entity with whom Supplier has concluded a Contract, for whom Supplier has provided Services or Products or made a proposal to perform Services or provide Products.

"Ex-Works Price" means the price of the Products based on the Supplier's invoiced or quoted price of such Products, exclusive of all costs for freight, insurance, tariffs, duties, taxes, transportation, and the like.

"Intellectual Property Rights" (or "IPRs") means all patent rights; any invention (whether patentable or not and including, but not limited to, apparatuses, procedures, and designs); trade or service marks (whether registered or unregistered); trade names; copyright; designs; rights in or relating to databases; rights in or relating to confidential information; trade secrets; and any other intellectual property rights (registered or unregistered) throughout the world.

"Order Confirmation" means Supplier's acceptance and confirmation of a Purchase Order.

"Products" means the products to be delivered by the Supplier to Customer under the Contract.

"Purchase Order" means a purchase order for Products or Services issued by Customer.

"Services" means the services to be performed by Supplier for Customer under the Contract.

"Specifications" means the specifications of the Products as set out in the technical data sheets of the Products or other specifications provided by Supplier to Customer in writing.

"Supplier" means AFA-Polytek B.V., a company incorporated under the laws of the Netherlands, having its registered office at Achtseweg Zuid 151b, 5651 GW, Eindhoven, the Netherlands and registered with the Dutch Chamber of Commerce under registration number 17026328, or any designated Affiliate of AFA-Polytek B.V.

"Supplier Information" means all information in any form about, or pertaining to, the business or operations of Supplier and/or its Affiliates, including but not limited to information on products, technology, IT operations, Intellectual Property Rights, know-how, product samples, financial information, customer data, personal data and data, results, data structures and documentation provided to Customer before or during the performance of the Contract.

2. Scope

2.1. These Conditions shall apply to all quotations, Order Confirmations, Contracts and all Products and/or Services delivered by Supplier to Customer.

2.2. Supplier is not bound by and hereby expressly rejects Customer's general conditions of purchase and any additional or different terms or provisions that may appear on any Purchase Order or the like used by Customer.

3. Conclusion of the Contract

3.1. Notwithstanding the giving of any quotation by Supplier and the acceptance of the quotation by Customer, no Contract shall arise as a result thereof. Contracts shall only be concluded upon:

3.1.1. issuance of an Order Confirmation by Supplier;

3.1.2. delivery of any Products and/or commencement of performance of any Services.

3.2. Any Contract is limited to these Conditions, the relevant Order Confirmation and any attachments thereto. Supplier does not agree to any proposed amendment, alteration, or addition by Customer. The Contract can be amended only in writing signed by an authorized representative of Supplier. Any other statement or writing of Customer shall not alter, add to, or otherwise affect the Contract.

4. Delivery

4.1. Unless expressly agreed otherwise in writing, or if delivery terms are ambiguous, delivery of the Products shall be FOB Shanghai (in accordance with the most recent ICC Incoterms) or any other port in China designated by Supplier in writing.

4.2. The date of delivery, as indicated by Supplier, is Supplier's best estimate as to the date of the delivery of the Products and Supplier shall not be responsible for any claims and shall incur no liability for any loss or damage due to delivery delays.

4.3. Supplier shall inform Customer if any circumstances occur that may reasonably prevent it to deliver the Products on the indicated delivery date, including a Force Majeure Event as defined in Section 15.

4.4. Supplier shall be entitled to store the Products, at the risk of Customer, and for a fee as described in Section 4.5 if Customer has not collected the Products within fourteen (14) calendar days after Supplier sent to Customer a notice that the Products are waiting for its collection. Supplier shall not be liable for any damage or loss suffered by Customer during or in relation to the storage of the Products.

4.5. If Customer delays in collecting the Products, upon the expiration of a grace period provided above of fourteen (14) calendar days, Supplier may charge a storage fee over the uncollected Products at a rate of one percent (1%) per month of the Ex-Works Price of the Products stored, or the actual cost of storage (whichever is higher). The minimum storage period to be paid by Customer shall be a period of one (1) month. If such delay in collecting the Products by Customer lasts three (3) months or more, Supplier may, at its sole discretion, (i) sell the Products to any other customer, or (ii) scrap the Products. During such storage period, Supplier will not monitor the shelf life of the Products and Supplier accepts no liability for the expiration of the shelf life of the Products. For the avoidance of doubt, failure to collect/accept delivery of the Products shall not release Customer from the obligation to:

4.5.1 if the Products are sold to another customer: pay (i) the loss of profit related to the Products, and (ii) the storage costs; or

4.5.2 if the Products are scrapped: pay (i) the total invoice amount related to the Products, (ii) the storage costs of the Products, and (iii) the costs of scrapping the Products.

5. Transfer of risk

5.1. Risk of damage to or loss of the Products ("Risk of Loss") shall pass to Customer in accordance with the designated Incoterm (most recent version).

6. Retention of title

6.1 Supplier shall retain ownership and title to the Products delivered to Customer by Supplier until Customer has made full and final payment of the amount (including interest, costs and penalties) that it owes to Supplier under the relevant Contract.

6.2 Customer must store the Products delivered by Supplier separately and clearly identifiable, and insure them against damage and theft, for as long as those Products are the property of Supplier.

6.3 Customer may dispose of the Products in the ordinary course of its business, but may not pledge, mortgage or otherwise encumber the Products prior to full and final payment in as specified in Section 6.1.

6.4 Until full and final payment of the amount (including interest, costs and penalties) that it owes to Supplier under the relevant Contract has been made, Supplier may take back the products from the Customer's premises at any time.

7. Prices

7.1 The prices for the Products to be supplied under a Contract shall be the prices as set forth in the Contract or, if no prices are specified in the Contract, Supplier's list prices as applicable at the time of the Purchase Order.

7.2 Supplier may update the price of the Products. Such price update may take place four times a year on January 1st, April 1st, July 1st and October 1st and shall apply to all Products shipped by Supplier on and after the applicable date of the update, to be evidenced by the issuance date of the delivery note, including outstanding orders. Such price update shall not require Customer's approval, nor shall Customer have the right to cancel the outstanding order or terminate the Contract to which such price update relates to.

7.3 All prices quoted by Supplier shall be in Euros (€), inclusive of standard packing charges but exclusive of shipping and mailing costs, insurance charges, taxes and any custom duties and charges by the custom or taxation authority in any jurisdiction, unless specified otherwise in the Contract.

7.4 if a plastic tax is or becomes payable following existing or new regulations from the European Union or local government (e.g. following Directive EU 2019/904), such plastic tax will be charged to Customer separately

8. Payment

8.1. The Products will be invoiced at the date the Risk of Loss of such Products passes to Customer. Unless otherwise agreed between Supplier and Customer in writing, invoices are payable within net 30 days of the date of invoice. Customer is not entitled to an offset or suspension of payments.

8.2. All Purchase Orders and payment terms are subject to credit approval by Supplier. Supplier may at any time condition its performance upon receipt of advanced payment, acceptable security, or agreement on other reasonable credit-related terms and conditions. Supplier may decline to make any shipment or delivery or perform any Services based upon Supplier's failure to approve Customer for credit.

8.3. Supplier is entitled to not accept Purchase Orders placed by Customer and to suspend performance of Contracts entered into between them until Customer has arranged the payment of all amounts due to Supplier.

8.4. If Customer delays in paying the purchase price of the Products, interest shall be accrued upon the whole invoice amount or any outstanding part thereof at the rate of two per cent (2%) per month as from the date when the amount is due and payable until the date of payment in full. No payment shall be deemed to have been made until the relevant amount is credited into the bank account of Supplier. Unless otherwise agreed in writing, any disputes between Supplier and Customer concerning quality, delivery or any other matter shall not give Customer the right to suspend payment.

8.5. All costs incurred by Supplier both in and out court in connection with the collection of any amounts due by Customer shall be borne by Customer. Such costs to be borne by Customer shall be at least fifteen per cent (15%) of the invoice amount or of such part thereof as has not been paid, unless the actual costs are higher.

9. Examination and complaints

9.1. Upon receipt of the Products, Buyer shall, or shall cause its customers or contract manufacturers to, inspect the Products and satisfy itself that the Products delivered meet the Specifications.

9.2. Complaints about the Products must be notified to Supplier in writing within five (5) business days of:

9.2.1. receipt of the Products if it concerns visible defects;

9.2.2. the date of discovery of the defect or the date the defect should have been discovered, but not later than five (5) business days after the end of the Warranty Period, if it concerns hidden defects.

9.3. All complaints shall be in writing, expressly specify the defect and shall be accompanied by pictures illustrating the defect.

9.4. Supplier shall have the right, on its request and at its cost and risk, to require Customer to return (a portion of) the nonconforming Products for inspection.

9.5. A failure of Customer to notify Supplier in writing of any complaints within the time period specified in Section 9.2 constitutes a waiver of all claims in respect of the Products, warranty claims included.

10. Warranty

10.1. Unless expressly stated otherwise by Supplier in the Specifications, Supplier represents and warrants to Customer for a period ending six (6) months following the date on which Risk of Loss passes to Customer with respect to each delivery of Product ("Warranty Period") that the Products will conform to the Specifications ("Warranty").

10.2. The Warranty will only apply where the Products at all times have been stored under appropriate storage conditions as specified by Supplier, and have been used for their intended purpose, with the understanding and agreement that (i) Supplier makes no representations and warranties as to the chemical compatibility of the Product with any liquid formulations, and (ii) the performance of the Products that may vary depending on the liquid formulations used.

10.3. Providing that Customer notifies Supplier about the nonconforming Products within the time period specified in Section 9.2, supplier will either, at Supplier's sole discretion:

10.3.1. repair or rework the nonconforming Products at Supplier's expense;

10.3.2. replace the nonconforming Products at Supplier's expense;

10.3.3. refund or credit the purchase price of the nonconforming Products.

11. Intellectual Property Rights, packaging and labelling

11.1. Supplier and/or its licensor(s) is/are and shall remain the sole and exclusive owner(s) of all Intellectual Property Rights with respect to the Products.

11.2. Unless explicitly agreed otherwise in writing between Supplier and Customer, Supplier will supply the Products to Customer in bulk form and as an OEM product to be ultimately used as a component (packaging material) to create a final product (the Product containing a liquid formulation), such final product to be marketed under the trademark of the manufacturer or brand owner of the final product ("Final Product").

11.3. Customer or its subsequent customer shall be responsible, at its sole expense, for branding, packaging and labelling the Products and any Final Product for (direct or indirect) commercial sale to end customers, end users and consumers. Any labels, product inserts, and other packaging for the Products and Final Products ("Packaging") shall be in compliance with applicable laws and regulations. Supplier's and/or its licensor(s) trademarks, logo's, tradenames, design or utility patent numbers will not appear on the Packaging without a duly executed written license agreement to that end.

12. Indemnification

12.1 Customer will, at its own expense, defend, and indemnify Supplier, its parent, its affiliates and subsidiaries and their respective agents, officers, directors and employees (each such person being an "Indemnity") from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "Claims"), arising out of or related to any of the following:

12.1.1 the Packaging created and/or used by Customer; or

12.1.2 the distribution, sale or use of any liquid formulation contained in the Final Product; or

12.1.3 the Products or any parts thereof allegedly infringing, violating or misappropriating third party Intellectual Property Rights arising out of or related to specifications provided by Customer or its Affiliates where such infringement would not have arisen without such specifications.

12.2 Within thirty (30) calendar days after receipt of notice of the commencement of any third party legal proceedings against an Indemnity seeking indemnification hereunder, Indemnity will notify Customer. Customer is relieved from its indemnity obligation to the extent Customer has suffered actual prejudice resulting from a failure to notify on time. Upon Indemnity's request, Customer will assume, at its own expense, the defense of any such third party legal proceedings with reputable counsel reasonably acceptable to Indemnity and is entitled to settle any such third party legal proceedings with Indemnity's written consent, not to be unreasonably withheld or delayed. Indemnity, at Customers cost, will reasonably cooperate with Customer in the defense of such action as Customer may reasonably request. Customer will pay any damages assessed against Indemnity.

13. Limitation of liability

13.1. Any liability with respect to a lack of conformity of any delivered Product shall be limited to the obligations mentioned in Section 10.3

13.2. In no event is Supplier liable to Customer for any incidental, indirect, special, consequential, or punitive cost, expense, loss or damage including but not limited to loss of production, use, loss of profit, business, goodwill or reputation, or loss from business interruption or profit or savings arising out of or relating to these Conditions or any Contract.

13.3. Notwithstanding anything to the contrary in this Conditions, in no event shall Supplier's aggregate liability for each claim arising out of or related to these Conditions or any Contract, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed (i) the total of the amount paid by Customer for the delivery of Products giving rise to the liability, or (ii) the total amount paid by Customer for the Services giving rise to the liability in the three (3) months preceding the first incident out of which the liability arose. If no contractual amount can be pinpointed, Supplier's liability is limited to the amount that is paid out under its corporate liability insurance policy in relation to the damage concerned.

13.4. Any technical advice or information provided by Supplier or its Affiliates is given according to Supplier's best knowledge and experience. Customer is obligated to apply due diligence and independent verification to determine the suitability or applicability of any such advice to its particular conditions of production or application. Supplier will not be liable for any damages caused by any such advice or information provided to Customer.

13.5. Without derogating from the specific time limits set out in Section 9.2, and any other provisions requiring compliance within a given period, all of which shall remain in full force and effect, any claim arising under the Contract and any dispute under Section 19 shall be commenced within one (1) year of the date on which (i) the Products were delivered or, in the case of a total loss, of the date upon which the Products should have been delivered, or (ii) the Service have been performed, failing which the claim shall be time barred and any liability or alleged liability of Supplier shall be extinguished.

13.6. Nothing contained in these Conditions shall be deemed or construed to exclude or limit the liability of either Supplier or Customer in respect of death or personal injury arising out of the negligence of the other party or any other liability which may not, under the applicable law, be excluded or limited.

14. Confidentiality

14.1. Customer shall at any and all times: (i) treat and maintain all Supplier Information in the strictest confidence, using the same degree of care that Customer uses to protect its own confidential information, and at least a reasonable degree of care; (ii) not disclose any Supplier Information to any third party without the prior written consent of Supplier; (iii) not use any Supplier Information for any purpose other than the performance of the Contract; Not disclose any Confidential Information to any of its (or its Affiliates') directors, officers, employees, consultants, agents or other representatives ("Representatives") except to those who have a "need to know" and must be directly involved in the use of Supplier Information for the performance of the Contract; (v) Be responsible for the compliance of those Representatives with this Section 14 ; Without derogating from the aforesaid, Customer shall bear full responsibility for any harm caused to Supplier by disclosure to any of its Representatives; (vi) not decompile, modify, reverse engineer, or create derivative works out of any Supplier Information (in any medium whatsoever) without the prior written consent of Supplier; and (vii) to the extent that the Supplier is requested or required by court order to disclose Supplier Information in connection with a judicial or arbitral proceeding, Customer shall provide as much advance notice as possible to Supplier but no less than ten (10) business days, unless a court order otherwise requires, to permit Supplier to seek appropriate protection for the Supplier Information.

14.2. The provisions of Section 14.1 do not apply to information that: (i) is or becomes in the public domain, without violation of this Section 11; (ii) is rightfully known to Customer without any limitation on use or disclosure prior to receipt of the same from Supplier; (iii) is developed independently by Customer, as evidenced by written records, without use or reference to Supplier's Confidential Information; or (iv) is legally transmitted or disclosed to Customer by a third party without obligation of confidentiality. Customer shall have the burden of proof establishing that any one or more of the above-mentioned exceptions applies.

14.3. The obligations of confidentiality and non-use of this Section 14 shall remain in force for a period of ten (10) years from the date of disclosure, except that Supplier Information that constitutes a trade secret under applicable law will be maintained in confidence as long as it is confidential as defined under Section 14.2.

15. Force majeure

15.1. Supplier shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached these Conditions or any Contract, for any failure or delay in fulfilling or performing any Contract, if such failure or delay is caused by or results from acts or circumstances unforeseeable and beyond Supplier's control, including: acts of nature; floodings, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; requirements of law; action by any governmental authority (whether or not having the effect of law) import and export bans; restrictions on or discontinuation of public utility supplies; epidemics, pandemics; non-availability of material or manpower beyond control of Supplier or other circumstances affecting the supply of the Products or raw materials by Supplier's normal source of supply or the manufacture of the Products by Supplier's normal means or the delivery of the Products by Supplier's normal route or means of delivery (each, a "Force Majeure Event"). The performance of the obligation concerned shall be suspended for the duration of the Force Majeure Event.

15.2. Supplier is entitled to terminate the Contract or any accepted Purchase Order which is subject to the effect of the Force Majeure Event by written notice to Customer, immediately if the context of the non-performance reasonably justifies immediate termination, and in any event if the circumstance constituting a Force Majeure Event endures for more than sixty (60) days and, upon such notice, the other Party shall not be entitled to any form of compensation.

16. Assignment

16.1. Customer will not delegate, subcontract, transfer or assign a Contract or any of its rights or obligations, whether in whole or in part, without the prior written consent of Supplier.

17. Severability and headings

17.1. In the event that any provision(s) of these Conditions and/or a Contract shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, the other provisions will remain in full force and effect. Any such provision held invalid, unlawful or

17.2. unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the provision to the extent permissible under applicable law.

17.3. The headings used in these Conditions shall are used for convenience only and shall not be used in interpretation of these Conditions.

18. Termination of the Contract

18.1. Without prejudice to any rights or remedies which Supplier may have against Customer or to any other provision of the Contract, Supplier may immediately (partly) rescind the Contract:

18.1.1. in the event of Customer committing any breach of these Conditions and/or the Contract which is remediable and not remedied within fourteen (14) days of written or electronic notice from Supplier requiring such remedy; or

18.1.2. upon written notice being given by Supplier if Customers commits any irremediable or anticipatory breach of these Conditions and/or the Contract.

18.2. Without prejudice to any rights or remedies which Supplier may have against Customer or to any other provision of these Conditions and/or the Contract, Supplier may immediately (partly) rescind the Contract, without any obligation to pay compensation, upon Supplier giving written notice to Customer, if:

18.2.1. proceedings are or have been instituted for the bankruptcy, dissolution or moratorium of payments of Customer; or

18.2.2. proceedings are or have been instituted to levy an attachment of assets (or a substantial part thereof) of Customer; or

18.2.3. the activities of Customers business cease.

18.3. The provisions of these Conditions and/or the Contract relating to confidentiality, intellectual property, warranty, limitation of liability, indemnities, governing law and dispute resolution, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of the Contract.

19. Applicable law and competent court

19.1. These Conditions and all Contracts of which they form an integral part are exclusively governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby explicitly excluded.

19.2. All disputes related to, arising out of or in connection with these Conditions and Contracts of which they form an integral part, shall be exclusively settled by the District Court of Oost-Brabant (Rechtbank Oost-Brabant), location 's-Hertogenbosch, the Netherlands.

19.3. Notwithstanding the foregoing, Supplier has the right to have:

19.3.1 Disputes with a claim of less than €50.000 (fifty thousand euros) settled by a court of competent jurisdiction in the country where Customer has its registered office and/or place of business; or

19.3.2 Disputes finally settled with the Netherlands Arbitration Institute (NAI) under the then current Rules of Arbitration of the NAI by:

19.3.1.1 one (1) arbitrator appointed in accordance with the said Rules if the claim is less than €100.000 (one hundred thousand euros); or

19.3.1.2 three (3) arbitrators appointed in accordance with the said Rules if the claim is €100.000 (one hundred thousand euros) or more.

The seat of the arbitration is Eindhoven, the Netherlands. The arbitration shall be conducted in the English language.

(hereinafter jointly the "Alternative Fora").

19.4 In the event that Supplier submits a claim to one of the Alternative Fora referred to in Section 19.3, Customer will acquire, by operation of law, the right to submit a counterclaim with the Alternative Fora as selected by Supplier.