

TERMS AND CONDITIONS OF SALE

1. Scope

- 1.1. Except otherwise agreed in writing, these Terms and Conditions shall exclusively apply to all deliveries of products by FIXATTI and shall prevail over any differing term or condition of the buyer, who accepts these terms and conditions as of placing its order, even in the event FIXATTI did not explicitly contest the buyer's terms and conditions.
- 1.2. Any condition other than these Terms and Conditions as well as any deviation from these Terms and Conditions is valid only if FIXATTI has explicitly accepted them in writing.

2. Price

- 2.1. FIXATTI's price list is not binding and FIXATTI is free to modify its price list from time to time. Prices offered by FIXATTI are binding for confirmed orders and for quotations until their end date and for the volume at stake.
- 2.2. All prices mentioned in the price list and offers are exclusive VAT and all other taxes.
- 2.3. Except if otherwise specified in writing in the quotation or the order, all prices mentioned in the price list or quotations are prices FCA manufacturing plant (Belgium - Germany) and per full pallet. For orders and deliveries of less than full pallet size, extra charges will be added to the product unit price. The applicable extra charges can be requested for by e-mail to info.fixatti@bostik.com.

3. Delivery and risk transfer

- 3.1. All delivery dates mentioned in the order confirmation are for informative purposes only and shall not bind FIXATTI. The delivery after the date indicated in the order confirmation does not grant the buyer any right to indemnification, nor can it lead to the cancelation of the order.
- 3.2. FIXATTI shall never be liable for any late delivery caused by force majeure as defined hereinafter in section 4.
- 3.3. Except otherwise agreed in writing, the delivery shall take place FCA at the premises of FIXATTI, Venecoweg 23, 9810 Nazareth (Belgium) or BOSTIK GmbH, Industriestrasse 25, 79771 KLETTGAU- GRIESSEN (Germany). The buyer thus bears the risk and costs of loading and transport as from the premises of FIXATTI to the final destination.
- 3.4. The products are deemed to be duly received and accepted by the buyer as from delivery FCA manufacturing plant (Belgium - Germany) to the buyer or the transport firm appointed by the buyer.
- 3.5. Upon request of the buyer, FIXATTI can send the products at the cost and risk of the buyer. In that event, FIXATTI is free to choose the transport company it deems appropriate for this purpose.
- 3.6. The buyer or the transport company appointed by the buyer shall collect the ordered products at the agreed delivery date indicated in the order confirmation by FIXATTI.
- 3.7. If the ordered products are not collected at that time, for each week delay the buyer will have to indemnify FIXATTI of 1% of the total invoice amount except if this delay has been agreed upon by FIXATTI in writing. In the event the products are not (all) collected by the buyer after one month from the delivery date indicated in the order confirmation, FIXATTI shall have the right to cancel the order unilaterally as well as to claim a lump sum indemnification of 15 % of the total invoice amount of the non-collected products, in addition to any other damages suffered.

4. Force Majeure

- 4.1. FIXATTI or buyer can claim Force Majeure in case it is unable to carry out any of its obligations under these Terms and Conditions due to any event or circumstance which is beyond its reasonable control, such as - but not limited to - fire, explosion, accident, breakdown of plant or of machine, strike, lockout, or other labor dispute, shortage of significant raw materials, of utilities, of energy, of transportation, acts of God, drought, flood, adverse weather conditions, epidemic, war, civil war, riot, revolution, blockade, cyber-attack, seizure of assets, surprise requirements from authorities, embargoes, abrupt changes in laws, regulations or in their application..
- 4.2. In such event, FIXATTI reserves the right to suspend its obligations for as long as the situation of Force Majeure continues or, in case the Force Majeure lasts for more than three (3) months, to cancel the pending orders without indemnification.

5. Quality - Warranty

- 5.1. FIXATTI warrants that the products shall meet the specifications provided in the technical data sheets at the time of delivery by FIXATTI.
- 5.2. Claims that the products fail to conform to the foregoing warranty must be made within fifteen (15) days from the delivery by

e-mail to info.fixatti@bostik.com and by registered mail to FIXATTI (Venecoweg 23, 9810 Nazareth, Belgium).

- 5.3. Upon timely notice of such a claim and proper supporting documentation, FIXATTI will remedy the non-conformity by, at its option, reworking or replacing the products free of charge to the buyer or reimbursing the products. Products shall not be returned to FIXATTI without FIXATTI's prior permission, and then only in the manner prescribed by FIXATTI.
- 5.4. The foregoing is the buyer's sole and exclusive remedy for breach of warranty. Claims that the products fail to conform to the warranty are precluded to the extent the non-conformity to the specifications is due to any acts or omissions after delivery, notably improper or negligent handling, storage, usage and/or transportation of the products.
- 5.5. FIXATTI makes no other warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for any particular purpose, even if that purpose was communicated to FIXATTI.

6. Liability

- 6.1. It is the buyer's sole decision to purchase and use, singly or in combination, the products. As such, the buyer assumes all risks whatsoever as to the handling and use of after their delivery, whether used singly or in combination with other products or items or in any process. FIXATTI further disclaims any and all liability for any damages or claims of any kind whatsoever arising from or relating to the products that are not used (i) within the applicable shelf life, if any, or (ii) in accordance with any of FIXATTI's guidelines.
- 6.2. The buyer bears all responsibility for, and agrees to indemnify, defend and hold FIXATTI harmless from all liability and costs associated with the handling, possession, storage, use or disposal of the products after their delivery. FIXATTI will not be, under any circumstances, liable to the buyer for any indirect, intangible, incidental and/or consequential damages, loss of profits, revenue or contracts, loss of business opportunity, cost of capital, environmental damages, lump-sum compensation, liquidated damages or penalties due to customers, increase in overhead expenses or reduction of anticipated savings, even if such losses and/or increases are foreseeable, and costs and expenses incurred in connection with removal of products or purchase of substitute products. The liability of FIXATTI for acts or omissions in the performance of its obligations under these Terms and Conditions shall be limited to an aggregate amount equal to twice the price of the products from which the claim arose.
- 6.3. Any liability claim shall be notified by the suffering Party within fifteen (15) days from the date the claim arises or becomes known, but no later than one (1) calendar year after the delivery, failure to do so will render the claim invalid. At the time of notification, the notifying Party shall provide all reasonably available information and supporting documents relating to the claim.

7. Intellectual Property

At all times, FIXATTI will stay the owner of all intellectual property rights on all products it delivered.

8. Reservation of ownership

- 8.1. FIXATTI reserves the ownership rights on all delivered products until it has received full payment by the buyer of the total invoice amount. Until that date, the buyer does not have the right to sell the products, nor to encumber them with any third-party right.
- 8.2. Notwithstanding FIXATTI's reservation of ownership, the buyer bears all risks the products are exposed to as from delivery according to section 3.
- 8.3. In case of non-payment by the buyer, FIXATTI reserves the right to reclaim the delivered products without any need for judicial decision.

9. Payment

- 9.1. Payments for all products sold under these Terms and Conditions shall be made within thirty (30) days from the invoice date by direct bank transfer of funds to the bank account indicated on each invoice, except as otherwise agreed in writing.
- 9.2. If buyer does not comply with such payment terms, FIXATTI is entitled, without formal notice, to suspend deliveries, including under any accepted orders, until the payment of the outstanding invoice(s).
- 9.3. The buyer shall pay the invoiced amount as well as all related taxes and costs. All payments, by whatever means, shall be executed so that FIXATTI will not have to bear any cost related to the receipt of the payment.
- 9.4. In case of non-payment within the agreed term, and notwithstanding any other right to indemnification, FIXATTI shall have the right to apply, without formal notice, an interest of 10% as from expiry of the agreed payment term and until receipt of full payment of the invoiced amount and interests due.
- 9.5. In case of non-payment within the agreed term of one (1) invoice, all other invoices, whether expired or not, shall become due

immediately without formal notice.

- 9.6. In case any default in payment by the buyer, the buyer shall automatically lose all rights on reductions or other advantages that were granted or agreed by FIXATTI.
- 9.7. In case of default of payment by the buyer, FIXATTI reserves the right to refuse any further order as long as the delivered orders have not been paid for.

10. Termination

If the buyer (1) breaches any of its obligations under these Terms and Conditions or (2) in the event of filing by the buyer of a petition in bankruptcy or for liquidation or dissolution or any other action or event similar in effect and consequence, FIXATTI will be entitled, by giving a written notice to the buyer, at its option either to suspend all further deliveries or to cancel any contract or order or any unfulfilled part thereof or make partial supplies of products and/or services.

11. Jurisdiction and applicable law

These Terms and Conditions and all agreements to which they apply are governed by Belgian law. The courts of Brussels, Belgium have exclusive jurisdiction to rule on all disputes arising between the buyer and FIXATTI.