

**CONNECT PRODUCTS B.V. GENERAL DELIVERY CONDITIONS**  
**Version May 2024**

**Article 1: Definitions**

- A. Connect: the private company with limited liability Connect Products B.V. (Chamber of Commerce: 50455125) or its affiliates, operating as wholesalers and users of these terms and conditions.
- B. Services: all work offered and/or performed by Connect on behalf of Buyer pursuant to Agreement.
- C. Buyer: the counterparty of Connect, not being a consumer.
- D. Delivery: the placing in possession or control, respectively, of one or more Products with Buyer and/or any installation and assembly of these goods, under whatever title.
- E. Quotation: the written offer by Connect to supply a certain quantity of goods of a defined quality at a specified price.
- F. Agreement: the arrangements between Connect and Buyer, regarding the delivery of certain Products.
- G. Parties: Connect and Buyer.
- H. Private Label and Packaging: the product name, logo, wordmark and/or brand image developed by Buyer and the developed layout (primary, secondary and other packaging) of Private Label Products.
- I. Private Label Products: the Product of Connect provided with a Private Label and Packaging which is sold by Buyer.
- I. Personnel: the person(s) employed by either party as well as any other third parties (persons or companies) involved in execution of the agreement, including – but not limited to – freelancers or intermediaries.
- J. Products: all goods that Connect has included or will include in its sales range.
- K. Written: in these general terms and conditions, electronic data traffic and faxes are equated with written documents. Electronic data traffic means messaging by E-mail, Internet and EDI.

**Article 2: Applicability**

- 2.1 These general terms and conditions shall apply to all agreements entered into by Connect, as well as to all offers made by Connect and negotiations conducted by Connect prior to an offer.
- 2.2 Agreements with Connect and offers by Connect may not be subject to other general terms and conditions, such as those of Buyer, regardless of the time of reference. The applicability of general conditions of Buyer is expressly rejected by Connect.
- 2.3 These general terms and conditions may otherwise only be deviated from by written declarations signed by both parties.
- 2.4 These conditions also apply to all agreements with Connect that require third-party involvement to ensure proper execution.
- 2.5 If one or more provisions of these general terms and conditions are null and void or may be annulled, the other provisions of these general terms and conditions shall remain fully applicable. Connect and Buyer shall then consult in order to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original provision.

**Article 3: Establishment of the agreement**

- 3.1 All quotations and price lists are non-binding. If the quotation sets a deadline, this deadline only serves to commit Buyer. Connect may still revoke its offer immediately after receipt of the acceptance.
- 3.2 Subject to the revocation option given in the previous paragraph, an agreement is concluded when Connect has received from Buyer a timely acceptance in writing that fully corresponds to the offer. Insofar as Buyer accepts Connect's offer with deviations of minor importance, these deviations shall not form part of the agreement with Connect and an agreement shall be established in accordance with Connect's offer.
- 3.3 If Connect performs any work (or part thereof) at the request of Buyer before full agreement has been reached on the main commitment, Buyer shall pay for this work on the basis of the then current market rates.
- 3.4 Buyer shall ensure that all data, which Connect indicates to be necessary or which Buyer should reasonably understand to be necessary for the execution of the agreement, are provided to Connect in due time. If the data required for the execution of the agreement are not provided to Connect on time, Connect shall be entitled to suspend the execution of the agreement and/or charge Buyer for the additional costs resulting from the delay according to the usual rates.
- 3.5 Connect shall not be liable for damage, of whatever nature, because Connect has relied on incorrect and/or incomplete data provided by Buyer, unless such inaccuracy or incompleteness should have been known to Connect.

**Article 4: Prices**

- 4.1 Prices are exclusive of sales tax, any other taxes and levies, transport costs and insurance costs, unless expressly agreed otherwise in writing.
- 4.2 The prices stated in the offer are based on the taxes, levies, wages, social security charges, material, raw material and other costs applicable on the date of offer. Connect shall be entitled to pass on reasonable cost increases (such as cost price increasing factors in materials, raw materials, freight rates, wages and taxes), to the extent that they occur after the date of offer or after establishment of the agreement, even if such an increase was reasonably foreseeable at the time of making the offer or establishing the agreement. Connect shall notify Buyer in writing of any such charge-on.

**Article 5: Delivery and risk**

- 5.1 Delivery takes place ex-works, i.e. ex warehouse, unless expressly agreed otherwise in writing between the parties. If carriage-paid delivery has been agreed, Products shall travel at Connect's expense and risk. In all other cases, the products travel at the expense and risk of Buyer.
- 5.2 The choice of means of transport rests with Connect.
- 5.3 If, during transport at Connect's risk, damage and/or defects, which can be detected on arrival of Products, are not immediately noted on the corresponding return consignment note, delivery note, or similar document, Connect shall not be liable therefor.
- 5.4 Products are deemed to have been delivered by Connect and accepted by Buyer: a. in the case of delivery ex warehouse, as soon as Products are made available to Buyer; b. in the case of Delivered Duty Unpaid carriage paid delivery: as soon as Products have been delivered and unloaded on site.
- 5.5 In case of carriage-paid delivery, Connect need not transport Products further than where the vehicle can reach over a properly passable and safe/secured terrain. Delivery is always made next to the vehicle, while Buyer is obliged to take delivery of Products there. Buyer and Connect shall jointly take care of the unloading in such a way that Connect can fulfil its obligation to unload as well as possible. If Buyer fails to do so, the costs and damage incurred as a result shall be borne entirely by Buyer.

- 5.6 Connect has the right to make partial deliveries and expect cash on delivery.
- 5.7 If delivery is made on the basis of 'Incoterms', the 'Incoterms' applicable at the time of establishment of the agreement shall apply.
- 5.8 The delivery time will be quoted by Connect as accurately as possible. Connect is obliged to endeavour to perform accordingly within this specified time.
- 5.9 Buyer shall not be entitled to any compensation in any form whatsoever for any overrun of the specified delivery time, unless expressly agreed or if the overrun is the direct and immediate consequence of Connect's gross negligence or carelessness.
- 5.10 Due to the delivery time overrun, Buyer cannot cancel the order or refuse to receive and/or pay for Products.

**Article 6: Delivery and on demand**

- 6.1 In case delivery on demand has been agreed without setting any deadlines for on-demand deliveries, Connect shall be entitled, if not all Products have been demanded within three months after establishment of the purchase agreement, to summon Buyer to specify a deadline within which everything shall be demanded.
- 6.2 The period to be specified by Buyer shall not exceed a period of three months from the day Buyer could reasonably have become aware of the aforementioned summons from Connect.
- 6.3 Buyer shall be obliged to comply with the aforementioned summons; failing which Connect shall be entitled to dissolve the sale without judicial intervention and, if desired, to claim damages.
- 6.4 Extension of the delivery time may only take place at Buyer's request with Connect's express approval. Any costs and losses or damages arising for Connect from this extension shall be borne by Buyer.

**Article 7: Quantity**

- 7.1 A waybill, delivery note or similar document provided at the time of delivery of Products shall be deemed to accurately reflect the quantity of the delivered Products unless Buyer notifies Connect of their objection to it immediately upon receipt of Products.
- 7.2 Such notification shall not entitle Buyer to suspend or offset any payment.

**Article 8: Quality and advertising**

- 8.1 Visible defects in the delivered goods must be reported by Buyer immediately upon receipt; in case of delivery, this must be noted on the document provided. Defects in the delivered Products that cannot be detected immediately upon receipt must be brought to Connect's attention in writing as soon as possible and in any event within 8 days of receipt of the delivered Products. Slight deviations in quantities and dimensions, etc., as considered permissible in the trade, shall not constitute grounds for complaints. Buyer is aware that the probability of said deviations increases with partial and/or backorder deliveries.
- 8.2 If Connect forms/produces/manufactures special products on behalf of Buyer, Buyer shall be obliged to take delivery of these special products and ensure full payment. Any samples / test versions of special products must be approved by Buyer by return of post as soon as they are received by Buyer.
- 8.3 If a sample or model has been shown or provided to Buyer, it is presumed to have been provided only as an indication without the finished item having to correspond to it precisely, unless it is expressly agreed that the finished item shall correspond to it precisely.
- 8.4 If, contrary to the provisions of paragraph 2, delivery is not made on the basis of a sample, test or model, the relevant provisions of Connect's suppliers shall apply to the capacity and quality of the products, insofar as they have been purchased by Connect from a third party.
- 8.5 In case of defects in the delivered Products, Buyer shall only have claims on Connect to the extent that Products have not been processed. Buyer shall give Connect the opportunity to establish the defects in/of the delivered goods.
- 8.6 If Buyer can assert a claim under the aforementioned provisions, this shall not entitle it to suspend payment.
- 8.7 In case of complaints recognised by Connect, Connect shall only be obliged to replace Products concerned or to credit the price charged for those Products, at Connect's discretion.

**Article 9: Liability**

- 9.1 Connect shall only be liable for any damage of Buyer, which is the result of an attributable shortcoming of Connect in execution of the Agreement.
- 9.2 Liability of Connect shall at all times be limited to the amount actually paid out in the case in question under the liability insurance taken out by Connect.
- 9.2 If Connect has no claim for the damage resulting from such liability under its liability insurance, Connect's liability shall be limited to a maximum of the amount invoiced by Connect to Buyer in the relevant case in respect of Agreement.
- 9.3 Connect shall never be liable for consequential damage and indirect trading loss, immaterial damage, stagnation damage, loss of orders, loss of profit, processing costs and the like.
- 9.4 Connect shall not be liable for damages of any kind if Connect has relied on incorrect and/or incomplete data provided by Buyer, unless such inaccuracy or incompleteness should have been known to Connect.
- 9.5 Connect's advice and instructions for use are based on the current state of knowledge and technology. It is up to Buyer to assess Products for their desired application and requirements. Connect shall never be liable if Products are applied without observing Connect's advice and/or instructions for use.
- 9.5 Buyer shall indemnify Connect against all claims by third parties, unless such damage results from intentional acts by Connect. Connect is not liable for the defectiveness of products purchased from a third party. The manufacturer / main supplier of the purchased products shall be the point of contact in such a case.
- 9.6 If Buyer resells the delivered Products and/or Private Label Products, it is obliged to take out adequate insurance against the liability risk. Buyer shall have a copy of the relevant policy sent to Connect on Connect's request.
- 9.7 In any case, Buyer undertakes to provide the purchased product – if delivered by Connect to Buyer or in which the products are processed – with clear instructions for use in the language of the country where Buyer shall market the item – unless instructions for use are provided by Connect, which may not be removed – warning of the risks both in ordinary use and in improper use of the product concerned and/or its packaging.
- 9.8 Limitation of liability, as referred to in this article, does not apply in case of intentional and/or deliberate recklessness of Connect and/or its managerial staff.

#### **Article 10: Private label products**

10.1 Connect offers Buyer the opportunity to develop a Private Label Product for sealants, adhesives, PU foams and other products in various packaging units such as cartridges, tubes, sausages and cans. For this purpose, Buyer must design (or have designed) a Private Label and Packaging and submit it to Connect. If required, Private Label Packaging shall be designed by Connect Products in consultation with Buyer.

10.2 Buyer guarantees that the Private Labels and Packaging are clearly distinguishable from other third-party product names, logos, wordmarks, brand images and packaging designs and that there is no possibility of confusion. Buyer guarantees that the Private Label and Packaging do not infringe any intellectual property rights of third parties. Buyer shall indemnify Connect against all claims of third parties in connection with the infringement.

10.3 If Buyer does not purchase a Private Label and Packaging from Connect in accordance with the agreed schedule or discontinues a Private Label Product, or claims a product with a different composition, Connect shall be entitled to charge Buyer for the raw materials, packaging materials and any finished end products in stock for the Private Label Product concerned, plus storage and/or disposal and/or destruction costs.

10.4 Connect can not and shall not be held responsible or liable in any way whatsoever for the texts on Buyer's Private Labels Products. Buyer shall indemnify Connect against all liability claims of third parties in this regard. This concerns all texts, brand markings, images and other design elements in the field of intellectual property, as well as application texts, since Connect is not familiar with Buyer's specific applications.

#### **Article 11: Packaging**

11.1 Reusable packaging (packaging, pallets, etc.) used by Connect from supplies and/or for deliveries shall be charged separately on the invoice by Connect at the same time as the delivered Products.

11.2 For returned packaging, as referred to in paragraph 1, a credit invoice shall be sent by Connect to Buyer soon after its receipt. Notwithstanding the preceding provisions, Connect shall not be liable for compensation for packaging returned in poor condition.

#### **Article 12: Returns**

12.1 Returns shall only be accepted if agreed. Products remain at the risk of Buyer.

12.2 Damaged Products and packaged Products the packaging of which is missing or damaged may never be returned.

12.3 In case of returns, Connect shall be entitled to charge a minimum fee of 25% of the corresponding invoice value.

#### **Article 13: Force majeure**

13.1 If Connect is prevented by a non-attributable shortcoming (force majeure) from delivering or delivering in the normal way, Connect shall be entitled to extend the delivery time by the duration of the force majeure or to cancel the order, to the extent it has not yet been executed.

13.2 Force majeure shall include: war, riots, acts of war, strikes and lockouts, natural disasters, pandemics and/or epidemics, breakdown of machinery and/or tools, unavailability of transport, stagnation of supply, government measures as well as any circumstance whatsoever making it reasonably impossible for Connect to deliver normally or on time.

#### **Article 14: Retention of title / possessory pledge**

14.1 All Products delivered by Connect to Buyer shall remain the property of Connect until Buyer has paid all claims of Connect under the agreements concluded by Connect with Buyer with respect to the delivered Products and services, plus interest and costs and as well as all other claims of Connect.

14.2 If Buyer forms or causes to be formed a new item from Products delivered by Connect, which are subject to a retention of title, Buyer shall act on Connect's instructions in such forming and Buyer shall hold the item for Connect. Buyer only becomes the owner at the time the retention of title expires by virtue of all Connect's claims being satisfied. Buyer undertakes to insure and keep insured Products delivered under retention of title against fire, explosion and water damage and against theft, and to make the policy of this insurance available for inspection by Connect on first request.

14.3 Insofar as Connect has any other claims on Buyer and Connect has delivered to Buyer Products and/or services that are not subject to a reservation of title, Buyer establishes a non-possessory pledge on these Products in favour of Connect as security for the fulfilment of its obligations, and Connect shall accept this non-possessory pledge. Buyer shall sign a deed establishing the pledge upon Connect's first request. Buyer shall ensure that it is authorised to pledge Products and that, apart from Connect's rights, Products are not subject to any pledge and/or limited rights.

14.4 If Buyer resells Products, Connect may require Buyer to create a pledge on the claim against Buyer arising from the sale in favour of Connect.

14.5 Buyer may not pledge Products referred to in this article to third parties or in any way cede, transfer or limit the legal and/or actual power of disposal to them to the detriment of Connect.

14.6 Any costs associated with establishing and exercising all necessary actions in connection with the retention of title, as well as the pledge, shall be borne by Buyer.

#### **Article 15: Payment and security**

15.1 The total price (including turnover tax) for what has been delivered in accordance with the agreement is due on the 30th day after the date of the invoice. Buyer is not entitled to offset and/or suspend or to apply discount and/or compensation.

15.2 Buyer, who has not paid or not paid in full on the due date, shall, without any reminder or notice of default being required, be in default and shall therefore owe interest on the amount due. The interest mentioned in this article is equal to the legal interest rate plus 2% and runs from the aforementioned due date until the time full payment is due.

15.3 All costs associated with the collection of an unpaid invoice, both judicial and extrajudicial, shall be borne by Buyer.

15.4 In any case, Buyer shall owe a fixed amount in costs, calculated according to the collection rate of the Netherlands Bar Association, as applicable at the time Buyer is in default. If Connect proves to have incurred higher costs, which were reasonably necessary, Buyer must also reimburse these.

15.5 If, in Connect's opinion, there are grounds to do so, Connect shall at all times be entitled to demand that Buyer provides adequate security for payment or is obliged to pay in advance. If Buyer fails to provide – in Connect's opinion – sufficient security, Connect shall be entitled to suspend delivery, even if delivery on demand has been agreed, or to dissolve the agreement without judicial intervention and, if desired, to claim damages. The purchase price of that which has already been delivered shall then become immediately due and payable.

15.6 Connect shall be entitled to have the payments made by Buyer – irrespective of Buyer's description – go first of all to reduce the costs and then to reduce the interest falling due and finally to reduce the principal sum and current interest.

15.7 In case of liquidation, bankruptcy, seizure or suspension of payment of Buyer, Connect's claims on Buyer shall be immediately due and payable.

#### **Article 16: Warranties**

16.1 Connect guarantees, to the exclusion of any other warranty and/or liability, that the self-produced products meet the specifications within the Agreement on the date of Delivery. Buyer is obliged to examine whether Products and/or Services comply with the agreements immediately upon taking delivery of Products and/or performing the Services.

16.2 The warranty obligation with respect to Connect's items purchased from third parties does not extend beyond what the producer of the purchased products guarantees to Connect, unless explicitly agreed otherwise.

16.3 Connect is not responsible for the suitability of the item for a certain intended use, as this risk lies with the counterparty unless expressly indicated in writing by Connect at establishment of the agreement.

16.4 Buyer may not invoke the warranties granted if:

- a defect is due, in whole or in part, to improper, unusual, careless or injudicious use of Products by Buyer;
- Buyer has processed or modified the Product;
- Buyer resells the product.
- Connect has used other raw materials, packaging and the like for Products and Services on behalf of Buyer.
- the defect consists of a marginal deviation in quality, quantity, colour, finish, dimension, composition and the like, which is acceptable in the industry or which cannot be avoided from a technical point of view.

#### **Article 17. Privacy**

17.1 All data provided by Buyer to Seller shall be kept by Seller as long as necessary and permitted by law.

17.2 If necessary for Seller, Seller may provide certain data to one or more of its partners involved with Seller. In this case, Seller has agreed contractually with these partners that they may only use data for the purpose for which it was provided and that they must keep data confidential. The way Seller processes personal data is described in Seller's privacy statement. The most up-to-date version of the privacy statement is available on Seller's website and forms part of these terms and conditions.

#### **Article 18. Applicable law / disputes**

18.1 All agreements entered into with Connect shall be exclusively governed by Dutch law. Applicability of the Vienna Sales Convention is expressly excluded.

18.2 Any disputes between Buyer and Connect shall be tried by the competent court in Connect's registered place of business.

18.3 The place of execution of the agreement shall be Connect's registered place of business.

**These General Delivery Conditions have been filed with the Netherlands Chamber of Commerce Midden Nederland under number 50455125.**