

**GENERAL TERMS AND CONDITIONS OF THE  
PRIVATE COMPANY WITH LIMITED LIABILITY RICHFIELD TRADING B.V.**

Established at Staalstraat 13, 8211 AH Lelystad, The Netherlands.

Registered at the Chamber of Commerce under number 68821557 (Version September 2020)

**Article 1 Definitions**

In these General Terms and Conditions, the following terms shall mean:

**Customer:** The natural or legal person, acting in the performance of a profession or business, purchasing Services or Products from Richfield Trading B.V.;

**In Writing:** By written letter, fax, e-mail and such other electronic means;

**Richfield Trading:** Richfield Trading B.V., established in Lelystad, The Netherlands;

**Day:** A calendar day;

**Services:** The various activities, not being the supply of a Product, supplied to the Customer by Richfield Trading, including - but not limited to - local support, telephone helpdesk and other external support;

**The Parties:** Richfield Trading and the Customer;

**Product or Products:** All the Products, distributed by Richfield Trading and for which these General Terms and Conditions have been agreed by the Parties, or distributed or marketed by Richfield Trading that, in the sole opinion of Richfield Trading, fall under the Products as intended in these General Terms and Conditions.

**Article 2 Applicability of the General Terms and Conditions**

- 2.1 These General Terms and Conditions apply to any agreement of Richfield Trading (including any amendment or addition to an agreement and all (legal) acts to prepare and perform the agreement, including these General Terms and Conditions and any other specifications applicable to the agreement) and any other agreement between Parties to which Richfield Trading has declared these General Terms and Conditions applicable and insofar as Parties have not explicitly provided otherwise in Writing, as well as to any other offer and/or proposal by Richfield Trading.
- 2.2 These General Terms and Conditions also apply to the websites operated by Richfield Trading.

**Article 3 Offers**

- 3.1 The offers made by Richfield Trading are without obligation and subject to contract, unless specified otherwise in Writing. The prices quoted in an offer are exclusive of VAT and other government set duties and surcharges and shown in Euro.

**Article 4 Realization of the Agreement**

- 4.1 An agreement between Parties, after its offer and its acceptance, becomes effective at the moment that the acceptance of the offer by the Customer is confirmed by Richfield Trading in Writing, and Richfield Trading has received all the necessary details or tools to effect the delivery from the Customer.

- 4.2 The Customer shall timely, no later than the date of shipment, provide all necessary information for Richfield Trading to meet its obligations under the agreement between parties, including but not limited to information regarding the place of delivery, the address and any special circumstances at the place of delivery.

**Article 5 Prices / Price Increase**

- 5.1 If Richfield Trading and Customer agree on a certain price, Richfield Trading will nevertheless be entitled to increase said price if after the conclusion of the agreement, price increases occur, for example, because of an increase in rights, turnover tax, excise, raw materials, wages and currency fluctuations. Upon delivery, Richfield Trading may charge the price which, at that time, is in accordance with the current price list.
- 5.2 Richfield Trading is entitled to demand payment by direct debit within 10 days from the invoice date.
- 5.3 Whatever the means of payment used, payment shall not be deemed to have been effected before Richfield Trading's account has been fully and irrevocably credited.

**Article 6 Delivery**

- 6.1 Delivery will be made ex-warehouse of Richfield Trading in Lelystad, The Netherlands, or any other location designated by Richfield Trading, unless agreed otherwise in Writing.
- 6.2 The Customer is obliged to take delivery of the purchased Products and/or Services at the time of delivery. The risk of loss, theft or damage relating to the Products to be delivered will transfer to the Customer at the time of transport. If the delivery is refused, the Products will be put in storage for the account and risk of the Customer. All additional costs, including but not limited to the storage costs, are for the account of the Customer.
- 6.3 In case of delivery over water, said delivery will be made CIF to the harbor of delivery according to Incoterms 2020.

**Article 7 Delivery time**

- 7.1 Richfield Trading's delivery times are given approximately and to the best of its knowledge, but are not binding for Richfield Trading. If the agreed delivery time is exceeded, this will not entitle the Customer to full or partial termination of the agreement, unless Richfield Trading is in default for more than 90 days and has been given notice of default by the Customer in Writing, taking in account a reasonable time for Richfield Trading to fulfill its obligations, Richfield Trading will never be liable for compensation in case the agreed delivery time is exceeded, and the Customer cannot rely on non-compliance with any commitment arising from the agreement between Parties.
- 7.2 In the event of a delay in the delivery in relation to the delivery date referred to in Article 7.1, Richfield Trading will inform the Customer.
- 7.3 The delivery time specified by Richfield Trading shall begin on the date that Richfield Trading confirms the Customer's acceptance of the offer in Writing and has received all information or tools required to execute the delivery.
- 7.4 At any time, Richfield Trading is entitled to carry out the agreement in parts, at its own discretion, and to require payment thereof. In case of part-deliveries, these will be deemed to have been based on individual agreements to which these General Terms and Conditions apply.

**Article 8 Warranty**

- 8.1 The provisions of the Richfield Trading order confirmation apply to all Richfield Trading Products, unless previously expressly agreed otherwise in Writing. Warranties shall only be applicable to unprocessed Products.

- 8.2 The state of the Products to be delivered may differ in size and weight, within the margins customary within the industry in which Richfield Trading operates.

#### **Article 9 Retention of Title and Customer's Obligations**

- 9.1 All Products supplied by Richfield Trading will remain its property until the Customer has complied with all the obligations in each of the agreements concluded with Richfield Trading (of any kind). This retention of title also extends to claims for the failings in the fulfilment of the agreements referred to in this Article, including those for damages and compensation for extra-judicial and judicial costs, contractual and legal interest, fines, and periodic penalty payments.
- 9.2 If the Customer fails to fulfil his/her/its obligations, Richfield Trading is entitled to remove the Products delivered subject to retention of title from the Customer or the third parties that have the Products in their possession on the Customer's behalf. The Customer shall at first request of Richfield Trading assist it in taking any measures necessary to protect Richfield Trading's title to the Product in the country concerned. The Customer is obliged to cooperate in this, on penalty of a fine of 15% of the amount the Customer owes to Richfield Trading for each day or part of a day that the Customer is in default.
- 9.3 The Customer is obliged to insure the items delivered subject to retention and to keep them insured against fire, explosion, and water damage, as well as against theft, and to submit the insurance policy or policies for inspection at Richfield Trading's first request.

#### **Article 10 Defects / time limit for filing a complaint**

- 10.1 The Customer must examine the Products purchased or have them examined carefully upon delivery, during which the Customer is to verify that the delivered Products meet the agreement, i.e.:
- that the right Products have been delivered;
  - that the delivered Products in terms of number correspond with the number stated in the accompanying consignment note;
  - whether the Products have visible defects or do not meet the expectations based on what might reasonably be expected from the agreement.
- 10.2 If any visible defects in the delivered goods are noted, the Customer is to inform Richfield Trading of these immediately upon delivery by telephone, and, within five working days after delivery, in Writing.
- 10.3 The Customer is to inform Richfield Trading by telephone of any hidden defects to the delivered Products immediately after they become known and, within five working days, in Writing. Richfield Trading is to be informed of any defect, visible or hidden, within two months of delivery. After this term has ended, Richfield Trading is not obliged to accept a complaint or defect for processing.
- 10.4 After noting any defect, the Customer is obliged to cease the use or resale of the Products concerned immediately and to do and leave everything that is reasonably possible to prevent further damage.
- 10.5 Even if the Customer submits a complaint in time, his/her/its obligation to pay and take delivery of orders placed continues. Products can only be returned to Richfield Trading after Richfield Trading's prior written consent.
- 10.6 Richfield Trading is not liable for the defect, if the Customer remains in default of the stipulations of Article 10.1 to 10.5.

#### **Article 11 Payment**

- 11.1 Unless expressly agreed otherwise in Writing, payment, without discount or set-off, is to be made within thirty days after the invoice date by transfer of the amount owed to an account specified by Richfield Trading, in the name of Richfield Trading B.V. in Lelystad, The Netherlands,

quoting debtor and invoice number and the date of the invoice. After the expiry of thirty days after the invoice date, the Customer is in default without further notice. From the moment of default, the Customer owes an interest on the due and payable amount of 1% per month, or the statutory interest, at discretion.

- 11.2 In the event of insolvency or bankruptcy, suspension of payment of the Customer, or attachment under a warrant of execution of the Products delivered by Richfield Trading to the Customer, Richfield Trading's claims on the Customer will be immediately due and payable.
- 11.3 Payments by the Customer first serve to pay all interest and costs due, and secondly to pay those invoices that have been outstanding the longest, even if the Customer relates that payment to a more recent invoice.
- 11.4 If at any time Richfield Trading has any reasonable doubts as to the credit worthiness of the Customer, Richfield Trading is entitled to demand advance payment from the Customer before performing or continuing to perform, or to require security from the Customer for the outstanding amounts the Customer owes or will owe to Richfield Trading, whether due and payable or not, all this at the discretion of Richfield Trading.
- 11.5 If the Customer does not pay an invoice on the due date, Richfield Trading is entitled to refuse or suspend any further delivery of goods or services until payment has been made in full. Suspension of the obligation to deliver or perform services, does not entitle the Customer to defer payment.

#### **Article 12      Collection charges**

- 12.1 If the Customer is in default in the fulfilment of one or more of his payment obligations, all reasonable costs incurred to obtain an out-of-court settlement are for the account of the Customer. In any case the Customer owes the following, with a minimum of € 40:
  - on the amount owed under the payment obligations 15%.

If the Customer is a sole proprietorship, the Customer besides all reasonable costs incurred to obtain an out-of-court settlement, owes the following, with a minimum of € 40:

- on the first    € 2.500            15%
- on the next   € 2.500            10%
- on the next   € 5.000            5%
- on the next   € 190.000          1%

And 0,5% on the extra amount, with a maximum of € 6.775.

- 12.2 If Richfield Trading demonstrates to have incurred higher costs in the collection as mentioned in Article 12.1, which costs were reasonably required to obtain payment, the Customer is held to reimburse these to Richfield Trading in full.

#### **Article 13      Liability**

- 13.1 Richfield Trading's total liability to compensate for damage is in any case limited to at most the invoice value of the Product giving rise to the claim, delivered by Richfield Trading to the Customer. In no case will the total compensation of damage exceed the amount of € 30.000.
- 13.2 Richfield Trading's liability for direct damage is excluded, except in case of intent or gross negligence. Direct damage means exclusively:
  - (a) damage to property i.e. material damage, as well as inadequate or total failure to function, and material damage to other property of the Customer and/or third parties;
  - (b) the cost of necessary changes and/or adaptations in the delivered Products to reduce or repair the direct damage respectively;
  - (c) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to the direct damage within the meaning of this Article;

- d) reasonable costs incurred to prevent or minimize damage to the extent that the Customer has shown that these costs have led to a reduction of direct damage referred to in this Article.
- 13.3 Richfield Trading's liability for indirect damage, including all damage other than the direct damage referred to in this Article, including but not limited to consequential loss, lost profits, lost savings, damage due to business interruption, damage due to loss of data, environmental damage and/or immaterial damage, is excluded.
- 13.4 The notification of Richfield Trading's liability is to be made immediately and properly in Writing, within at most 8 (eight) days after the discovery of the alleged basis of the liability. The notice of default must include an as detailed as possible description of the alleged failure, to allow Richfield Trading to react adequately.
- 13.5 Richfield Trading accepts no liability for any damage of the Customer because of or related to the misuse or improper use (by a third party) of the Products delivered by Richfield Trading, as a result of which acts (including the conclusion of agreements) are performed, that Richfield Trading has not ordered or has ordered otherwise.
- 13.6 Richfield Trading is not liable for damage as a result of the revoked and/or cancelled acts (including the conclusion of agreements) and the failure of these to be carried out by Richfield Trading and/or third parties, unless this is the result of intentional acts and/or gross negligence on the part of Richfield Trading.
- 13.7 Any legal claims in respect of damage expire within twelve months after the discovery of the damage.

#### **Article 14 Force Majeure**

- 14.1 Neither of the parties is held to perform any obligation if it is prevented from doing so as a result of a circumstance that cannot be attributed to it, neither by law, by a legal act or according to generally accepted standards.
- 14.2 In any case, force majeure is understood to mean a delay of or breach of contract by suppliers of Richfield Trading, the impossibility to deliver as a result of public order or legal requirement, war, war risk, pandemic, government measures due to contagious diseases and/or epidemics, irrespective of whether The Netherlands is directly involved, fire or other destruction at Richfield Trading, all external causes, foreseen and non-predictable, over which Richfield Trading cannot exercise any control, but causing Richfield Trading to be unable to fulfil its obligations.
- 14.3 In case of force majeure - even though this fact could be foreseen at the time of the conclusion of the agreement or the acquisition of the order - causing Richfield Trading to be temporarily unable to fulfil the agreement or to execute the order, Richfield Trading is authorized to suspend the execution of the agreement for the duration of the impediment or to terminate the agreement without judicial intervention, without being held to any compensation or fine.
- 14.4 If a situation of force majeure lasts for more than 90 days, the Parties have the right to terminate the agreement in Writing. What has already been performed pursuant to the agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything.

#### **Article 15 Emails**

- 15.1 In the framework of these General Terms and Conditions and all agreements, an email is considered to equal a written declaration as referred to in these General Terms and Conditions.
- 15.2 In the event of a dispute about whether or not an email was received or sent, the logfile data of Richfield Trading will provide conclusive proof.
- 15.3 Emails are deemed to be received if they are accessible for the other party, in any case including the moment they have reached the mailbox of the receiving party.

**Article 16 Materials and digital information**

16.1 All materials and digital information relating to the order, that should be made available to the Customer in the context thereof, will be transferred to him/her/it on the Customer's first request, but only after the Customer has fulfilled all his/her/its obligations to Richfield Trading. The costs of the necessary data carriers are for the account of the Customer. The same applies to the Customer in respect of materials and digital information from Richfield Trading, unless otherwise agreed in Writing.

**Article 17 Privacy**

17.1 Richfield Trading respects the privacy of data subjects whose personal data is processed and processes personal data according to the applicable privacy laws and regulations. For more information regarding the processing of personal data by Richfield Trading, you can consult Richfield's privacy statement on its website [www.richfieldtrading.com](http://www.richfieldtrading.com).

**Article 18 Settlement of disputes and Applicable law**

18.1 All agreements between Richfield Trading and the Customer are exclusively governed by Dutch law. The United Nations' Vienna Sales Convention (CISG) is expressly excluded.

18.2 All disputes arising in connection with this Agreement, disputes concerning the existence and validity thereof included, will be settled by the District Court for the Central Netherlands.