



QUICK PLUG

- THE EVOLUTION OF ROOTS -

GENERAL TERMS AND CONDITIONS OF SALE OF QUICK PLUG B.V. VERSION 2019

1. General Conditions

- 1.1 These general terms and conditions of sale, unless otherwise expressly stated, are applicable to all quotations, price lists, offers, order confirmations and sales agreements of Quick Plug B.V. (QP), as well as to all agreements and/or legal relationships concluded between QP and the buyer. These general terms and conditions of sale shall supersede all verbal and/or written notifications, proposals, guarantees, and commitments previously made.
- 1.2 Any conditions of the buyer shall apply only insofar as QP has expressly consented to such in writing. Provisions that are worded differently than these general terms and conditions of sale - insofar as not set out in QP's full quotation - shall not be applicable.
- 1.3 QP has the right to dissolve the agreements with the buyer with immediate effect for the future, without any prior notice of default, by way of a written notification.

2. Quotation

- 2.1 The product specifications are those which are stated in the quotation and thereafter stated in the contract concluded.
- 2.2 QP reserves all (intellectual) property rights in relation to all the information, compositions, drawings, and other documents included in its quotation or contract.
- 2.3 QP is bound to keep its quotation valid for a period of 30 calendar days as of the date of the quotation. The quotations are subject to contract.

3. Availability of products

- 3.1 If the contractually agreed products cannot be supplied, then QP reserves the right to supply products that are equivalent in terms of price and quality. If QP is not able to supply products that are equivalent in terms of price and quality, then QP may dissolve the contract.

4. Product Conditions

- 4.1 All prices are EXW, Incoterms 2010, at the location of QP's premises.
- 4.2 Unless otherwise is expressly stated in writing, all prices are net prices in euros, to be increased by the turnover tax applicable at the time of the supply of the products, without any further deduction. Part supplies are possible insofar as such is acceptable for the buyer.
- 4.3 QP is entitled to yearly increase the agreed purchase price in accordance with the Dutch Consumer Price Index (CPI). In the event of a negative CPI, the agreed purchase price will be maintained. Furthermore QP is entitled to increase the agreed purchase price in the event the costs of the raw materials of the products have increased by 10% or more in the period as of agreeing upon the purchase price up until the delivery of the products.
- 4.4 In no event shall a price increase on the basis of article 4.3 of these general terms and conditions of sale entitle the buyer to terminate the agreement between the buyer and QP and/or withhold any of its obligations arising from the agreement between the buyer and QP towards QP.

5. Payment Conditions

- 5.1 The invoices shall be paid by direct debit within a maximum period of 30 days after supply, without any deduction from the payment amount, unless the parties have expressly agreed otherwise in writing. If there is insufficient balance to complete the direct debit transaction, another direct debit attempt will be made. The payment date stated on the invoice is a final deadline. In the event of late payment, the buyer shall be in default without any notice of default being required, and QP shall be entitled to charge statutory interest as of the due date of the invoice. If the buyer does not pay, or not on time, then in addition to the aforementioned statutory interest the buyer shall also owe QP extrajudicial costs, notwithstanding the right of QP to charge the buyer for the actual costs incurred, such to include any judicial costs, if such should exceed the amount thus calculated.
- 5.2 The buyer may only settle claims that have been laid down between the buyer and the vendor in writing, or which have been established definitively in a legally binding way.

6. Retention of Title

- 6.1 QP shall retain ownership of the products supplied until the buyer has fulfilled all its obligations under the business relationship. Should the total value of QP's securities exceed the total value of all claims to be secured by more than 20%, then at the request of the buyer QP shall release a proportionate part of those securities.
- 6.2 For as long as the retention of title of QP continues, the buyer shall not be entitled to pledge or transfer securities to third parties if this would mean that QP's securities would amount to less than the total value of all the claims to be secured.

- 6.3 The buyer may only process or resell the goods falling under the retention of title in connection with its normal business activities, and on the condition that the buyer provides QP with securities in relation to payment for those goods. Furthermore, the buyer must impose the condition on its customers that the transfer of ownership of the goods shall only take place after the customer has fulfilled its payment obligations.
- 6.4 When entering into the contract, the buyer shall assign to QP, as security, that part of its claims against its customers (resulting from the reselling of, or manufacturing carried out with, the goods falling under the retention of title) that is equal to claims of QP against the buyer with respect to the products. This without prejudice to QP's obligation to release securities as provided for in article 6.1.
- 6.5 In the event of foreclosure, attachment, or any other orders levied by third parties against the buyer, the buyer shall inform QP of such immediately.
- 6.6 If the buyer continues to be in default of its obligations, and then in particular its payment obligations, the following provisions shall apply:
- 6.6.1 If the buyer is still in default after the reasonable period set by QP for rectification of the default has expired, QP is entitled to dissolve the contract and to recover the goods falling under the retention of title; the buyer shall then be obligated to hand over the goods falling under the retention of title.
- 6.6.2 QP does not have to dissolve the contract first before invoking the retention of title and recovering the goods falling under the retention of title. Such actions, or an attachment levied by QP on the goods falling under the retention of title, shall not be considered as dissolution of the contract unless the contrary is explicitly notified.

7. Supply Date

- 7.1 In order to be able to observe the agreed supplied date for the products, it is essential that all documents and necessary dispensations are submitted on time by the buyer, and that the buyer fulfils all the agreed payment conditions and its other obligations. If these conditions are not fulfilled, then the supply date shall be extended accordingly, unless the delay is caused by QP.
- 7.2 If the supply date is not met due to force majeure, such to include, but not limited to mobilisation, war, civil unrest, or similar events, such as labour strikes or lockouts, then the supply date will be extended accordingly.
- 7.3 Should QP exceed the supply date, then the buyer, if it can show that it has suffered damages as a result of such exceedance, can claim compensation for each whole week that the supply date is exceeded equal to 1% of the price of that part of the supply that as a result of the exceedance could not be used, but up to no more than a maximum of 10% of the aforementioned price.
- 7.4 With respect to cases of delayed supply, any claims for compensation of the buyer due to the delayed supply of products, or due to the replacement of products, which exceed the maximum limit stated in article 7.3, shall be excluded. This shall also apply if a deadline set by the buyer has expired, however not if there is a case of mandatory liability, deliberate act, or negligence, or in event of personal injury or death. In the event a supply date is exceeded, the buyer may only dissolve the contract if this exceedance is caused by QP.
- 7.5 At the request of QP, the buyer shall inform QP within a suitable period whether or not it is dissolving the contract due to an exceedance of the supply date, or if it still wants to have the products delivered. The buyer shall only be entitled to dissolve the contract if it has set a suitable period for fulfilment by QP, and stated in writing that after the expiry of the deadline it shall refuse to then accept the supply, and the deadline then expires without the supply taking place.
- 7.6 If at the request of the buyer the dispatch and/or delivery is postponed by more than a month after it has been notified that the consignment is ready for dispatch, QP may charge the buyer an amount equal to 5% of the net price of the products for each month (or part thereof) as storage costs.

8. Transfer of Risk

- 8.1 Notwithstanding that provided for in article 8.2, the risk shall be transferred to the buyer on the date on which the products to be supplied are made available by QP.
- 8.2.1 The risk shall be transferred to the buyer on the date on which the dispatch is delayed due to reasons caused by the buyer, or other events that result in the buyer being in default with the acceptance of the delivery.

9. Acceptance

- 9.1 The buyer must accept the products, even if they have minor defects.

10. Substantial Defects

- 10.1 QP shall be liable in accordance with that provided for in articles 10.1 to 10.12 for all substantial defects in manufactured products. If the



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- supplied products are manufactured products (i.e., samples or product examples), then QP's liability for substantial defects shall not apply.
- 10.2 The part of the relevant products that show substantial defects within the limitation period for liability (if these defects were not caused after the transfer of the risk), then, at the discretion of QP, they shall be repaired at the expense of QP, re-supplied, or redelivered ("subsequent performance").
- 10.3 The subsequent performance shall not start a new limitation period (see article 10.3).
- 10.4 The limitation period for liability for substantial defects is 3 months, calculated as of the date of risk transfer, unless the applicable regulations allow a longer period in the event of personal injury or death, deliberate act or negligence by QP, or the concealment of a defect in a fraudulent way.
- 10.5 The buyer shall submit complaints in relation to substantial defects immediately in writing to QP. The complaint must include information about the details of the relevant products: product number, invoice and/or order confirmation number, and a description of the fault or the defect.
- 10.6 In the event of complaints in relation to defects, the buyer may desist in payment insofar as this is proportionate with the defects that have appeared. The buyer is only entitled to desist in payment if it has evidence to substantiate a complaint in relation to defects. If a complaint is proven to be unfounded, QP is entitled to demand payment of any costs it has incurred in connection with such a complaint.
- 10.7 QP must be given the opportunity to deliver a subsequent performance within a reasonable period. In default of such, QP will be discharged from any liability in connection with substantial defects.
- 10.8 If the subsequent performance does not take place, the buyer - notwithstanding any provisions in relation to claims for compensation (article 12) - can dissolve the contract or reduce its payment proportionately.
- 10.9 Claims under the guarantee are excluded in the case of minor deviations from the agreed composition, minor impairment of the usability, after damage caused after the risk transfer resulting from improper and/or careless handling, excessive use, or unsuitable servicing equipment, or damage caused by exceptional external factors not covered by the contract. Should the buyer make inexpert changes, then claims under the guarantee for such changes, repairs, or the consequences of such are excluded.
- 10.10 Any claims of the buyer for costs which it has incurred in relation to the subsequent performance, in particular transport costs, labour costs, and material costs, are excluded if such costs arose due to the relocation of the products.
- 10.11 Claims pursuant to a right of recourse of the buyer against QP shall only be allowable insofar as the buyer has not reached an agreement with its customers that goes further than the statutory guarantee claims.
- 10.12 All further claims of the buyer against QP which are based on substantial defects, and claims other than those regulated in article 10 of this contract, are excluded. In relation to any claims for compensation, article 12 shall apply.
11. Impossibility of Supply, Amendment of Contract
- 11.1 If supply is impossible, the buyer has the right to claim compensation, unless QP is not responsible for the non-supply. The claim for compensation of the buyer shall, however, be limited to 10% of the value of that part of the products that cannot be supplied. This shall not apply if there is a case of mandatory liability due to deliberate act, negligence, or personal injury or death. The aforementioned provisions shall not result in a shift in the burden of proof to the disadvantage of the buyer. This without prejudice to the right of dissolution of the buyer.
- 11.2 Should situations of force majeure (article 7.2) lead to a substantial change in the economic value, or the content, of the products, or significantly affect the business of QP, then the contract shall be amended proportionately and in good faith. If this is economically not acceptable, QP has the right to dissolve the contract. Should QP wish to exercise that right, then it must, after it has become aware of such circumstances, immediately inform the buyer of such, even if the parties have already agreed an extension of the supply date for the products.
12. Other Claims for Compensation
- 12.1 Claims for compensation on the side of the buyer, regardless of their legal basis, but in particular claims arising from the non-fulfilment of obligations arising by agreement or wrongful act, are excluded.
- 12.2 This shall not apply if there is a case of mandatory liability, for example under applicable product liability legislation, or in the event of deliberate act, negligence, personal injury, or death, or a failure to fulfil substantial contract obligations.
- 12.3 Any compensation for a failure to fulfil substantial contractual obligations is, however, limited to the foreseeable damages typical for the contract, except in the case of liability due to deliberate act, negligence, personal injury, or death.
- 12.4 The exclusion and/or limitation of QP's liability, as set out in article 12, equally applies for the personal liability of its employees, operatives, directors, legal representatives and other persons working for or on behalf of QP.
- 12.5 The claims for compensation which the buyer is entitled to submit under article 12 shall become null and void as of the date on which the limitation period applicable for substantial defects, as set out in article 10.3, expires. In the event of deliberate act/negligence, and claims for compensation pursuant to product liability legislation, the statutory limitation period shall apply.
- 12.6 The provisions of article 12 shall not result in a shift in the burden of proof to the disadvantage of the buyer.
13. Confidentiality
- 13.1 Both parties obligate themselves not to make documents, knowledge and information, materials, samples, models, and other technical documentation ("Information") which it has received in connection with the contract, and regardless of the information carrier, available to third parties, or to use such other than for the contractual purposes, without the written permission of the other party. Such information must be secured against unauthorised access and usage. With reservation of all further rights, either party may request the other party to return such information if the latter does not fulfil this obligation.
- 13.2 The obligation laid down in article 13.1 shall become effective as of the date on which the information is first received, and shall end 36 months after the ending of the contract.
- 13.3 The obligation laid down in article 13.1 does not apply for information that is generally known, or was known by the relevant party when it received the information without the party being obligated to maintain confidentiality, nor for information that was passed on by a third party authorised to disclose such information, or information that was developed by the receiving party without making use of the confidential information of the other party.
14. Applicable Law, Competent Court
- 14.1 All agreements between QP and the buyer are subject to Dutch law. The Vienna Convention of 11 April 1980 concerning movable goods is expressly not applicable.
- 14.2 Disputes shall be exclusively put before the competent court in Amsterdam, The Netherlands.
- 14.3 The parties shall only put a dispute to the court after every effort has been made to settle a dispute in mutual consultation.