

## **GENERAL TERMS OF SALE AND DELIVERY RUBIX B.V. JANUARY 2022 VERSION**

### Article 1 Definitions

- 1.1 "Rubix" is understood to mean: Rubix B.V. operating under the name Rubix, statutorily established in The Hague and (also) holding offices in Son en Breugel (the Netherlands), and/or one of its subsidiaries that are named in the Agreement as contracting party.
- 1.2 "Client" is understood to mean: the legal entity or the partnership or the natural person that in connection with the supply of goods and/or services or the provision of another performance has entered into an Agreement with Rubix or is negotiating with Rubix about this.
- 1.3 The "Parties" are understood to mean: Rubix and the Client.
- 1.4 In these terms, the "Agreement" is understood to mean: every agreement that is established between Rubix and the client, and every change or addition to it, as well as all (legal) actions in preparation of the execution of that agreement.
- 1.5 "Items" are understood to mean: all of the supplied or to be supplied goods by Rubix to the Client in executing the Agreement.

### Article 2 Applicability

- 2.1 These Rubix B.V. General Terms of Sale and Delivery (hereinafter to be referred to as: "the Terms") apply to - and are an inseparable part of - all legal relationships, advisories, quotations, offers, order confirmations, agreements and invoices for the sale and delivery of goods or services between Rubix on one side and the Client on the other, unless a subsidiary specifically uses and declares its own general terms to apply, in which case, those general terms shall apply.
- 2.2 Changes, deviations or additions to the Terms are only valid if and insofar as Rubix has expressly approved these in writing.
- 2.3 The applicability of possible general (purchasing) conditions of the Client is hereby expressly rejected by Rubix.
- 2.4 These Terms are originally drawn up in the Dutch language. If these Terms are translated, the Dutch text shall be binding in the event of a dispute or difference of opinion on the content and meaning of these Terms.
- 2.5 If a written provision in an agreement between Rubix and the Client is in conflict with a provision in the Terms, the written provision in the agreement shall take precedence.
- 2.6 In the event of international agreements, trade terms used in quotations, order confirmations or otherwise, must be explained in accordance with the International Rules for the Explanation of Trade Terms published by the International Chamber of Commerce (ICC Incoterms), such as those that are in force at the time the agreement was concluded.

### Article 3 - Establishment of agreements

- 3.1 Agreements between Rubix and the Client, as well as changes and additions to these, are established by:
  - a. Acceptance by the Client of a quotation from Rubix within four (4) weeks after the quotation date, unless expressly stated otherwise
  - b. The conclusion of an agreement that has been signed by Rubix and the Client
  - c. An order confirmation provided by Rubix
  - d. Execution of an order by Rubix;but only at the moment one of these four events takes place first.
- 3.2 All offers, quotations, price listings and other notifications of Rubix are without obligation and do not bind Rubix, unless expressly concluded otherwise in writing. Changes and additions to an recently established agreement are only binding if these have been confirmed in writing by Rubix.

### Article 4 Cancellation

- 4.1 If the Client wishes to cancel an agreement concluded with Rubix, the Client shall owe a cancellation fee of 5% of the invoice amount that relates to the agreement (excluding VAT).
- 4.2 Agreements concerning the delivery of items manufactured by Rubix or elsewhere as ordered by the Client and at the request of the Client cannot be cancelled.

### Article 5 Dissolution

- 5.1 Rubix is entitled to immediately partially or wholly dissolve the Agreement without notification being required if the Client fails to fulfil its obligations from the Agreement and or the Terms or if the Client does not fulfil any obligation derived from the applicable national or international laws and regulations, standards and norms, guidelines and codes.
- 5.2 Rubix is entitled stop executing the Agreement or to suspend the execution without notification being required of the Client comes to decease, enters into guardianship, requests or is forced into bankruptcy or is declared as such, if it requests suspension of payment or suspension is declared, if it ceases its business activities or carries them over to a third party, or is dissolved if its property or a part thereof is seized.
- 5.3 The rights stated in this Article apply for Rubix undiminished the other right of Rubix that are derived from the agreement(s) concluded with the Client and without Rubix being held liable for any form of damage compensation(s).
- 5.4 Upon dissolution of the Agreement, the Client shall, regardless of the reason for dissolution, and if Rubix so requests, purchase all items that Rubix has in stock on behalf of the Client against payment of the price that applies at that moment and it shall immediately accept the items after payment.

### Article 6 - Prices

- 6.1 Unless expressly concluded otherwise, our prices apply:
  - in Euros and exclusive of VAT
  - on the basis of the minimum quantities imposed by us
  - on the basis of the discount code used by us
  - including the costs of standard packaging
  - excluding import/export duties as well as any government surcharges
  - excluding order costs in the event of order under net € 150.00
  - excluding cost of transport, transshipment or storage in the event of order under net € 50.00
  - excluding costs of insurance.
- 6.2 If one or more of the cost-determining factors of the product changes in the period between the date of delivery, Rubix is entitled to adjust the concluded price accordingly, regardless of the fact of whether or not the cost price increase could have been foreseen at the moment of the quotation or confirmation, all this while respecting the statutory requirements that apply. If the new price deviates more than 5% from the concluded price, the Client has the right to dissolve the Agreement free of charge. In that case, Rubix is not bound to any form of damage compensation.
- 6.3 Price increases as a result of currency fluctuations and changes in the exchange rates among Dutch and other currencies when payment in relation to a delivery is to be carried out in a currency other than the Euro, are for the account of the Client insofar as these changes do not deviate more than 5% of the rate that applied at the date of the confirmation of the Agreement.
- 6.4 Image carriers are invoiced by Rubix upon delivery. With return shipments, Article 12.4 shall apply.
- 6.5 Sample items shall be invoiced at the applicable listed price.

### Article 7 Delivery

- 7.1 Unless concluded otherwise, the delivery of orders valued above net € 150.00 outside the Netherlands (EU countries) shall take place free of charge plus the shipping costs concluded between the Parties at the place of establishment of the Client (EU countries). With orders up to net € 150.00, an amount of € 5.99 in shipping costs shall be charged. Orders up to net € 50.00 shall also be increased by € 8.99 in order costs.
- 7.2 Unless concluded otherwise, the delivery of orders valued above net € 150.00 within the Netherlands shall take place free of charge at the place of establishment of the Client. With orders up to net € 150.00, an amount of € 5.99 in shipping costs shall be charged for transport within the Netherlands. Orders up to net € 50.00 shall also be increased by € 8.99 in order costs.
- 7.3 Extra costs for express shipments or other means of fast transport shall be charged by Rubix to the Client.
- 7.4 The period of delivery initially starts after Rubix has received all the information necessary for the delivery. Standard items can most often be supplied from stock, for less common items, a delivery time applies.
- 7.5 Orders for the delivery of standard and/or items in stock that are received before 12 noon on business days, shall be shipped the same day (if in stock).
- 7.6 The delivery and shipping times provided by Rubix always apply upon approach and are indicative, free of obligation and shall not apply in the event of force majeure. The delivery and shipping times are never deadlines. Failure to meet a delivery and/or shipping time on the part of Rubix does constitute a failure to comply with the Agreement does not give the Client the right to dissolve the Agreement or claim any form of compensation whatsoever.
- 7.7 The Client is bound to receive the purchased items in timely fashion.
- 7.8 Rubix is authorised to deliver the purchased items in parts and to invoice these partial deliveries separately.

#### Article 8 - Transfer of risk

- 8.1 The risk of damage, loss, theft, nullity or other form of value reduction of the purchased items is transferred to the Client at the moment the goods are unloaded at the Client.
- 8.2 In the even the Client takes the transport for its own account, the Client shall carry the risk of damage, loss, theft, nullity or other form of value reduction of the purchased item at the moment the purchased items are offered by Rubix, including the risk of storage, loading, transport and unloading.

#### Article 9 Retention of title

- 9.1 All of the items delivered or to be delivered to the Client by Rubix shall remain the property of Rubix until the moment that all which the Client owes Rubix, including the interest and costs, are paid in full by the Client.
- 9.2 The Client is authorised, in the context of its normal business operations to preside over the delivered items. The Client shall inform the receiving third party of the retention of title of Rubix on the items.
- 9.3 The Client is required to insure and keep insured all of the items delivered under retention of title, insofar as these are not used in the context of the business operations, and take the necessary care in separating these from other items, and to keep these in their original packaging as the recognisable property of Rubix as long as the claims above have not been paid.
- 9.4 All of the transport means, including but not exclusive of, pallets, trolleys and containers that are used for the delivery shall remain the property of Rubix.
- 9.5 If the Client fails to fulfil any obligation from this Article, or if there is reasonable doubt that the Client shall not fulfil its obligation(s), Rubix is - without notification being required -

entitled to immediately take back the delivered items and/or goods where ever these may be located. The cost of this shall be for the account of the Client.

#### Article 10 Obligation to complain

- 10.1 The Client is required to inspect the items on general soundness immediately after delivery at its own account and risk. Visible defects must be reported ultimately five (5) days after the delivery date in writing to Rubix. Upon failing to report a defect in time, all rights of the Client shall lapse, including but not limited to, the right of replacement, compensation, settlement and suspension.
- 10.2 The Client has a general inspection obligation in regard to other defects than intended in Article 10.1 The Client is required to report the identified defects as quickly as possible, but ultimately within five (5) days after identifying the defect, or five (5) days after the Client could reasonably have identified the defect in writing to Rubix. Upon failing to report a defect in time, all rights of the Client shall lapse, including but not limited to, the right of replacement, compensation, settlement and suspension.
- 10.3 Reporting a defect does not relieve the Client from its payment obligation and does not suspend the payment obligation.
- 10.4 In the event of defects attributable to Rubix in the delivered items, Rubix shall - at its own discretion - either pay damage compensation, replace the items in questions or repair them as long as the defect is reported in writing on time and Rubix is given full cooperation in investigating the nature and cause of the defect. The possible damage compensation shall not amount to more than the invoice amount of the items in question excluding VAT and extra costs. The cost of the investigation shall be for the account of the Client, unless it is established that there is no doubt that the defects are attributable to Rubix.
- 10.5 The Client is required to submit complaints about invoices within seven (7) days after the invoice date in writing to Rubix. Upon failing to submit a complaint in timely fashion, all rights of the Client lapse and the complaint shall not be eligible for handling and the invoice amount shall continue to be owed undiminished.

#### Article 11 - Guarantee

- 11.1 The items supplied by Rubix are expected to fulfil the Agreement if they consist of the published specifications, notwithstanding minor deviations and differences that do not actually influence the normal use of the items. Except for quality standards and contrary agreements concluded in writing, the items must only fulfil the requirements of EU product legislation as applicable in the Netherlands. The Client cannot derive any rights from images, descriptions and information on price, the weight and properties of the items on the price lists, on websites or in other publications found in various media by Rubix or third parties.
- 11.2 Unless concluded otherwise, for defects resulting in the items supplied by Rubix, it applies that only during the guarantee period of twelve (12) months after delivery a claim can be submitted to Rubix. If Rubix's supplier or the manufacturer uses another guarantee period, this other guarantee period shall apply between Rubix and the Client, unless concluded otherwise.
- 11.3 A claim on the grounds of Article 11.2 must be submitted in writing to Rubix within five (5) days after the date on which the defect was discovered by the Client, and never after the stated guarantee period in Article 11.2.
- 11.4 The guarantee shall only be valid for defects that result with the normal use and maintenance of the supplied goods. The guarantee does not cover defects that are the result of or can be attributed to insufficient maintenance, incorrect use

or maintenance, normal wear and tear, stress tests, misuse, negligence, incorrect installation, defects that result from the Client carrying out repairs on their own or other circumstances that can be attributed to the Client. The guarantee does not include consumables, such as - but not limited to - seals and hoses.

- 11.5 In the event of a justified claim under the guarantee, the Client is only entitled to have the supplied items replaced or repaired.
- 11.6 Rubix carries responsibility for the suitability of the supplied items for any purpose that the Client wishes to have the items processed or used for.
- 11.7 Unless concluded otherwise, Rubix only provides a guarantee on the soundness of the ordered maintenance work performed for a period of 6 months on maintenance work performed outside the guarantee. In the event of a justified claim under the guarantee in this paragraph 7, the Client is only entitled to have the maintenance work be carried again by Rubix. All costs that exceed the sole obligation such as described in the sentence above such as - but not limited to - the transport costs and travel and accommodation costs, are for the account of the Client.

#### Article 12 Returns

- 12.1 Returns can only be sent to the address of Rubix free of charge after having received the express permission of Rubix in writing. Not reported or unstamped returns shall therefore be refused.
- 12.2 Returns will only be accepted if the delivery of the sold items occurred no longer than six (6) weeks ago and if it concerns stock or standard items of Rubix.
- 12.3 With crediting the order amount of returns, the original order amount shall be reduced by 15% in order to compensate the handling costs incurred by Rubix.
- 12.4 Image carriers may be returned free of charge by the Client up to three (3) weeks to the address of Rubix. Used, damaged and unpackaged goods are not accepted. Unstamped returns shall therefore be refused.

#### Article 13 Payment

- 13.1 Payment of the invoices of Rubix must take place within 30 days after the invoice date unless expressly concluded otherwise in writing and in the same currency that Rubix uses in the invoice. Order and shipping costs cannot be reduced.
- 13.2 The payment term of the invoice is a deadline. If payment does not take place within this deadline, the Client is default by operation of law without further notification or summons being required. In that case, the extra-judicial collection fees shall also automatically be owed in accordance with the rate of the Dutch Order of Lawyers with a minimum amount of € 125.00, undiminished the right to file a full damage claim.
- 13.3 Upon failure to make payment within the payment period, the Client is in default by operation of law and the Client shall owe statutory (trading) interest on the full invoice amount. When calculating the interest, a part of a month shall be considered as a full month.
- 13.4 The non, late or incomplete fulfilment of its payment obligation on the part of the Client entitles Rubix to suspend compliance or continued compliance to the Agreement until the Client has fulfilled this obligation. Rubix has, at its own discretion, the right to dissolve the Agreement undiminished the right to claim damage compensation in relation to the late or the non-execution of the Agreement.
- 13.5 All payments made to Rubix must take place without deductions or settlement on a bank account number provided by Rubix and in the same currency that Rubix used in the invoice.

- 13.6 The payments made by the Client shall first go towards the fulfilment of owed interest and costs and then towards invoices that have been outstanding longest, even when the counterparty states that the payment concerns another or later invoice.

#### Article 14 - Settlement

- 14.1 Rubix is entitled to settle the owed or to be owed amounts in connection with the Agreement with those amounts which Rubix can claim from the Client or are owed to Rubix.

#### Article 15 Liability

- 15.1 Rubix is no way liable toward the Client for any consequential damage, indirect or punitive damage (including but not limited to loss of goodwill, missed opportunities and/or savings, lost revenues and/or profits, stagnation damage, loss of information) that arises from an Agreement with the Client and which are caused to a person or company due to whatever reason, unless intent or gross fault on the part of Rubix has occurred.
- 15.2 The liability of Rubix towards the Client for direct damage that arises from an agreement with the Client is limited to the amount that Rubix invoices (excluding VAT) for the delivery or service concerned from which liability is derived and is paid by the Client, unless it concerns intent or gross fault on the part of Rubix.
- 15.3 Rubix is never liable towards the Client for direct or indirect damage that results from verbal or written advice or information provided, unless it concerns intent or gross fault on the part of Rubix.
- 15.4 The Client indemnifies Rubix for any claims of third parties to compensate damage and/or penalties which are (partly) the result of the Client not fulfilling its obligations from the Agreement or these Terms or of an attributable action or negligence on the part of the Client.
- 15.5 Possible damage relating to a delivery and/or service as a result of an agreement for which these Terms apply, must be reported at the risk of forfeiting any right to compensation of the claim within fourteen (14) calendar days after discovery to Rubix in writing. If the damage claim rights are not asserted within six (6) months after discovery these rights shall come to lapse.

#### Article 16 Force Majeure

- 16.1 A shortcoming in compliance can, in any case, not be attributed to Rubix if this is due to force majeure. In these Terms, force majeure is understood to mean: a circumstance of which the cause falls outside the reasonable control of Rubix, including in any event: a power failure, telecommunication interruptions, cyber crime, strikes, company lock-out, company malfunctions or interruptions of whatever nature, personnel shortages, blockades, unrest, war or similar situations, explosions, fire, the leakage of hazardous gasses or other substances, natural disasters, transport difficulties, import/export transit restrictions and/or bans, pandemics, other national government measures here or abroad that burden, obstruct or hinder the delivery or timely delivery by Rubix, albeit insofar as Rubix is not to blame for this and these circumstances impede the compliance to the Agreement on the part of Rubix. The inability to pay on the part of the Client, for whatever reason, is not considered as force majeure.
- 16.2 If one of the Parties is temporarily incapable of continuing to fulfilling its payment obligation(s), they are entitled to

suspend the execution of the Agreement for as long as the force majeure lasts.

- 16.3 If one of the Parties is permanently incapable of continuing to fulfil its payment obligations - which occurs with a period of longer than one hundred and twenty (120) calendar days - each of the Parties can declare to dissolve the agreement in question. In that case, the Parties are not entitled to a damage compensation as a result of dissolution.
- 16.4 If Rubix has already partially fulfilled its obligations towards the Client when the force majeure enters into force, it is entitled to invoice the recently fulfilled part separately.

#### 17 Compliance

- 17.1 The Client declares and guarantees that he shall adhere to all the applicable national and international laws and regulations, standards and norms, guidelines and codes in relation to the Agreement, including the legislation that concerns international trade, embargo, import or export restrictions and sanction lists and laws and regulations that concern combating and preventing child labour, corruption, slavery, poor working conditions and terrorism.
- 17.2 Rubix does not supply the Client with dual use products as defined in the 2009/428/EU and 2019/2199/EU European Decree (Dual Use Products) insofar as these are intended for import/export or transit through the European Union. The Client declares and guarantees that he shall not purchase Dual Use products, or parts thereof, from Rubix insofar as these are intended for export, transfer, trade or transit out of the European Union.

#### Article 18 Applicable law and choice of forum

- 18.1 Only Dutch law applies to all quotations, advisories, (legal) actions and agreements between Rubix and the Client. The applicability of the United Nations Convention on the International Sale of Goods (CISG) is hereby expressly excluded.
- 18.2 All disputes between Rubix and the Client that concern quotations, advisories, (legal) actions and agreements to which these Terms apply, shall be brought before the competent Dutch judge of the Court of East Brabant in 's-Hertogenbosch. Notwithstanding the above, Rubix is entitled to bring such a dispute before the competent judge in the official place of residence / town of establishment of the Client. If Rubix makes use of the above-stated right, the Client is entitled to submit a counterclaim procedure to the same judge.
- 18.3 The Client is required, in regard to all quotations, advisories, (legal) actions and agreements to which these Terms apply, to choose the Netherlands as his domicile insofar as the Client is not already established in the Netherlands.