

## GENERAL TERMS AND CONDITIONS

### Article 1. General

1. These terms and conditions apply to every offer, tender and agreement between No Odour hereinafter to be referred to as "Supplier", and a Counterparty which Supplier has declared the present terms and conditions applicable, insofar as parties have not explicitly departed from these terms and conditions in writing.
2. The present terms and conditions shall also apply to agreements with Supplier, by Supplier for the implementation of which third parties should be involved.
3. These general conditions are also written for the employees of Supplier and its Executive Board.
4. The applicability of any purchase or other conditions of the other party is explicitly rejected.
5. If one or more provisions in these terms and conditions at any time in whole or in part should be null and void or declared, then it remains in these general terms and conditions apply in full. Supplier and the other party will then discuss new stipulations replacing the null and void or to agree upon, in which as much as possible the purpose and intent of the original provisions.
6. If uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation to the spirit of these provisions is applicable.
7. If a situation arises between the parties that are not regulated in these general conditions, this situation should be assessed to the spirit of these terms and conditions.
8. If Supplier is not always strict adherence to these conditions requires, this does not mean that its provisions do not apply, or that Supplier to any degree would lose the right to desire in other products, strict compliance with the provisions of these terms and conditions.

### Article 2. Quotations and offers.

1. All quotations and offers of Supplier are without obligation, unless in the offer a period for acceptance is mentioned. A quotation or offer is void if the product to which the quotation or the offer relates in the meantime is no longer available.
2. Supplier cannot be held to his quotations or offers if the other party can reasonably understand that the quotations or offers, or any part thereof, are an obvious mistake or error.
3. The prices in a quotation or offer are exclusive of VAT and other Government levies, expenses to be possibly made within the scope of the agreement, including travel and subsistence, shipping and handling, unless otherwise indicated.
4. If the acceptance (whether or not on secondary items) differs from the offer or the offer included supply than Supplier shall not be bound by it. The agreement then is not accepted with said deviating, unless Vendor indicates otherwise.
5. A composite quotation requires Supplier not to execute part of the assignment against a corresponding part of the given price. Offers and tenders shall not apply automatically to future orders.

### Article 3. Contract duration; delivery times, execution and modification agreement

1. The agreement between Supplier and the other party is concluded for an unlimited period, unless the nature of the agreement dictates otherwise or if parties agree otherwise, expressly and in writing.
2. If for the completion of certain activities or for the supply of certain things a term is agreed or specified, then this is never a deadline. If an agreed term is exceeded, the other party should make written notice. Supplier shall be allowed a reasonable term to still implement the agreement.
3. If Supplier needs data of the other party for the implementation of the agreement, the execution time starts not earlier than after the other party has accurately and fully made these data available to Supplier.
4. Delivery is ex company of supplier. The other party is obliged to take the goods at the time they are made available to him. If the other party refuses or fails to provide information or instructions necessary for the supply, Supplier shall be entitled to store the goods at the expense and risk of the other party.
5. Supplier has the right to have certain work done by third parties.
6. Supplier shall be entitled to carry out and invoice the agreement in stages.
7. If the agreement is carried out in phases Supplier can postpone the execution of the parts belonging to a following stage until the other party has approved the results of the preceding stage in writing.
8. If, during the execution of the agreement shows that for the proper implementation it is necessary to amend or supplement, then the Parties shall in good time and consultation adjust the agreement by mutual agreement. If the nature, scope or content of the agreement, whether or not at the request or appointment of the other party, by the competent authorities et cetera, is changed and the agreement thereby qualitatively and/or quantitatively is changed, then this may also have consequences for what was originally agreed. As a result, the originally agreed amount can be increased or decreased. Supplier will do as much as possible to quote in advance. By an amendment to the agreement the originally specified term of implementation may also be changed. The other party accepts the possibility of amending the agreement, including the change in price and time of execution.
9. If the agreement is changed, including an addition, then Supplier shall be entitled to first implement after prior agreement has been given by the competent person within Supplier and the other party has agreed to for the implementation specified price and other conditions, including the time determined that it will be implemented in that product. Not or not immediately carry out the modified contract does not provide any default of Supplier and the other party nor is it ground to cancel the contract. Which is by no means intended to come in default, supplier may refuse a request to amend the agreement, if this might have result for the the quality and/or quantitatively, for example, in this context, work to be carried out or to be delivered.
10. If the other party should come in default in the proper performance of which he can held within the agreement against Supplier, then the other party shall be liable for all damages (including costs) on the side of Supplier thereby directly or indirectly created.
11. If Supplier with the other party has agreed to a fixed price, then Supplier nevertheless is entitled at all times to increase this price without the other party in this product is entitled to dissolve the agreement for that reason, if the increase of the price is the result of a privilege or obligation pursuant to the Acts or regulations or its cause in a rise in the price of raw materials , wages etc. or on other grounds which could not reasonably foreseeable when entering into the agreement.
12. If the price increase other than as a result of an amendment to the agreement exceed 10% and takes place within three months after the conclusion of the agreement, then only the other party who is entitled to claim a title 5 section 3 of book 6 of the DUTCH CIVIL CODE shall be entitled to dissolve the agreement by a written declaration, unless Supplier is still willing to pass on to the agreement based on the originally agreement, or if the price increase is the result of a privilege or obligation on a Supplier pursuant to law or if stipulated that the episode is longer than three months after the sale will take place.

### Article 4. Interim suspension, dissolution and termination of the agreement

1. Supplier is entitled to suspend the fulfillment of the obligations under or to dissolve the agreement if:
  - the other party does not, not fully or not to comply in a timely manner to the obligations resulting from the agreement;
  - after the conclusion of the agreement, Supplier shall come in circumstances giving good ground to fear that the other party will not fulfil the obligations;
  - the other party at the conclusion of the agreement has been asked to provide security for the fulfilment of his obligations resulting from the agreement and this security is not provided or insufficient;
  - if the delay on the part of the other party can no longer require for that that he will fulfil the agreement against the originally agreed conditions, Supplier shall be entitled to dissolve the agreement.
2. In addition, Supplier is entitled to dissolve the agreement if circumstances arise of such a nature that fulfillment of the obligations becomes impossible or if there otherwise circumstances occur that are such that unaltered maintenance of the agreement cannot reasonably by supplier may be taken.
3. If the agreement is dissolved, the claims of Supplier on the other party are immediately due and payable. If Supplier suspends obligations, he shall retain his rights under the law and the agreement.
4. If Supplier suspends or dissolution passes, he is not in any way to be required to pay damages and costs thereby in any way.
5. If the dissolution is attributable to the other party, Supplier shall be entitled to compensation of the damage, including the cost, thereby directly and indirectly created.
6. If the other party fails to fulfill the obligations arising from the agreement and this failure justifies termination, then Supplier shall be entitled to terminate with immediate effect the agreement immediately and without any commitment to payment of any damages or compensation, while the other party, by virtue of default, for damages or compensation is required.
7. If the agreement is terminated by Supplier, Supplier shall in consultation with the other party take care of transfer of works still to be carried out to third parties. This unless the termination is attributable to the other party. If the transfer on the work for vendor means extra costs, then these costs will be charged to the other party. The other party is obliged to meet these costs within the time limit laid down, unless Vendor indicates otherwise.
8. In the event of liquidation, (application for) bankruptcy, suspension of payments or of seizure at the expense of the other party, if and in so far as the seizure is not lifted within three months, debt restructuring or any other circumstance whereby the other party has no longer sufficient financial resources, Supplier is free to cancel the agreement immediately and with direct entrance or to cancel the order or agreement for its part, without any obligation to pay any damages or compensation. The claims of Supplier on the other party are in that product immediately due and payable.
9. If the other party cancels a placed order, in whole or in part, then the ordered goods, products and services, increased with the any to-drain-and delivery costs and working time reserved for the implementation of the agreement, will be invoiced integral to the other party.

### Article 5. Force majeure

1. Supplier is not obliged to fulfill any obligation to the other party if he is prevented from doing so as a result of a circumstance that is not due to debt, and by virtue of law, a legal act or generally accepted circumstances on his behalf.
2. Force majeure shall be understood in these terms and conditions, in addition to the law and jurisprudence, all external causes, foreseen or not, on which Supplier cannot have any influence but which prevents Supplier fulfill his obligations. Strikes in the company of Supplier or third parties including. Supplier also has the right to invoke force majeure if the circumstance which prevents (further) fulfillment of the arrangement(s) is impossible, commences after Supplier should have fulfilled its commitment.
3. Supplier may, during the period that the force majeure continues, suspend to the obligations resulting from the agreement. If this period lasts longer than two months, then either of the Parties shall be entitled to dissolve the agreement without any obligation to compensate for damage to the other party.
4. For as many Supplier, at the moment the circumstance of force majeure, has already partially fulfilled his obligations resulting from the agreement or will be able to fulfill them and insofar separate value can be attributed to the fulfilled respectively, Supplier shall be entitled to invoice the already or still to be fulfilled respectively separately. The other party is obliged to pay this invoice as if it were a separate agreement.

### Article 6. Payment and collection costs

1. payment must be made within 14 days after the invoice date, at a Supplier in the currency invoiced, unless otherwise indicated by Supplier. Supplier is entitled to invoice periodically.
2. If the other party defaults in the timely payment of an invoice, then the other party shall be in default by operation of law. The other party shall be liable for the payment of an interest of 2% per month, unless the statutory interest rate is higher, in which product the legal interest is due. The interest on the due amount will be calculated from the moment that the other party is in default until the moment of payment of the full amount due.

3. Supplier has the right to stretch the payments made by the other party in first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest.
4. Supplier may, without thereby in default, to refuse an offer for payment, if the other party has a different order for the allocation of the payment designates. Supplier can refuse full payment of the principal, if not also the open products and ongoing interest and collection costs are fulfilled.
5. The other party shall in no event be entitled to set off the amount due by him to Supplier.
6. Objections against the height of an invoice not suspend the fulfillment of the payment obligation. The other party who is not entitled to claim section. 6.5.3 (articles 231 to 247 book 6 of the DUTCH CIVIL CODE) is also not entitled to the payment of an invoice for any other reason.
7. If the other party is in default or is in default in the performance of its obligations (timely), then all reasonable costs incurred to extrajudicial costs and debts paid shall be borne by the other party. The extrajudicial costs are calculated on the basis of what is usual in the Dutch collection practice, at present the calculation method according to Report Forework II. However, if Supplier has made higher costs for collection that were reasonably necessary, the actual costs incurred for recoverable are for the other party. The judicial and execution costs will also be recovered from the other party. The other party owes the collection costs.

### Article 7. Retention of Title

1. All by vendor under the agreement delivered goods remain the property of supplier until the other party has complied with all obligations under the agreement concluded with Supplier (s) sound.
2. Goods delivered by Supplier, that pursuant to paragraph 1. under the Retention of Title, may not be resold and may never be used as a method of payment. The other party is not entitled to pledge the goods falling under the Retention of Title in any way.
3. The other party shall always do all that may be reasonably expected of him to the property rights of Supplier.
4. If third parties seize goods delivered subject to Retention of Title or wish to establish or assert rights thereto, then the other party is obliged to immediately notify supplier thereof.
5. The other party undertakes action to insure and keep insured, that the goods delivered subject to Retention of Title, against fire, explosion and water damage and against theft and makes this insurance policy available on first request to Supplier for inspection. In product of payment of the insurance Supplier shall be entitled to these payments. As far as needed the other party is mandatory to Supplier to do all that is required or (prove) desirable to cooperate in that framework.
6. In the event Supplier wishes to exercise his ownership rights mentioned in the present article, the other party in advance unconditional and irrevocable gives permission to Supplier and third parties to be appointed by Supplier, to access to all those places where the property of Supplier are located and to take back these properties.

### Article 8. Guarantees, research and advertising limitation period

1. The goods delivered by Supplier meet the usual requirements and standards on which may be reasonably at the time of delivery and for normally use in Netherlands. The guarantee referred to in this article shall apply to matters that are intended for the use in Netherlands. When used outside the Netherlands the other party itself is to verify that its use is suitable for use there and meet the conditions on which they are made. Supplier may, in such product, claim other guarantee, warranty and conditions in respect of the goods to be delivered or work to be carried out.
2. Paragraph 1 of this article applies for a period of 1 month after delivery, unless the nature of the work dictates otherwise or parties have agreed otherwise. If Supplier provided guarantee for a matter that was produced by a third party, then the guarantee is limited to those, which by the producer of the product sure is provided unless otherwise noted.
3. Any form of guarantee will be void if a defect has arisen as a result of, or arising from injudicious or improper use or use after the expiry date, improper storage or maintenance by the other party and/or by third parties when, without written consent of supplier, the other party or third parties to the product have made changes or have tried to bring other products were confirmed, which do not need to be confirmed or if those were far or modified on a other than the prescribed manner. The other party is can neither claim warranty if the defect is caused by or the result of circumstances where Supplier does not have influence, including weather conditions (such as, but not only, extreme rainfall or temperatures) et cetera.
4. The other party is obliged to examine the goods, immediately at the time that the goods are made available to him or the relevant activities are carried out. Examination by the other party is mandatory for quality and/or quantity of the delivered and if the goods are in correspondents to what has been agreed and meets the requirements that parties have agreed in this regard. Any visible defects must be reported in writing within seven days after delivery to Supplier. Any non-visible defects must be reported immediately, and in any product no later than within 14 days after discovery thereof, in writing to Supplier. The notification must give a detailed description as possible of the defect, so that Supplier is able to respond adequately. The other party must give Supplier the opportunity to investigate the complaint.
5. If the other party submits a claim in a timely manner, his payment obligation are not postponed. The other party remains in that product also held to purchase and payment of the ordered.
6. If a defect later mention is made, then the other party shall not be entitled to repair, replacement or compensation.
7. If it is established that a product is defective and in that regard, is claimed in time, then Supplier shall in good time the lack of product within reasonable time after return receipt thereof or, if return is not possible, reasonably written notice by the other party in respect of the defect, at the discretion of supplier, replace or take care of restoration or replacement fee to the other party. In case of replacement the other party is to replace the product to return to Supplier and to provide the property to Supplier, unless Vendor indicates otherwise.
8. If it is established that a complaint is unfounded, then the costs thereby incurred, including the research costs on the part of Supplier thereby, are integral to be paid by the other party.
9. After expiration of the warranty period, all costs for repair or replacement, including administration, shipping and call, come to the other party.
10. By way of derogation from the statutory limitation periods, the statute of limitations all claims and defenses against Supplier and Supplier in the performance of a contract to third parties is one year.

### Article 9. Liability

1. If Supplier should be liable, then this liability is limited to what is regulated in this provision.
2. Supplier shall not be liable for damage of whatever nature, caused by Supplier on the basis of incorrect and/or incomplete data provided by or on behalf of the other party.
3. If Supplier should be liable for any damage, then the liability of Supplier is limited to the invoice value of the order, at least to that portion of the order to which the liability relates.
4. The liability of Supplier is in any case always limited to the amount of the benefit of his insurance provider where appropriate.
5. Supplier is only liable for direct damage.
6. Direct damage shall be understood to be exclusively the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the meaning of these terms, any reasonable costs made to Supplier's faulty performance of the agreement, for as much as this can be attributed to Supplier and reasonable cost incurred to prevent or limit the damage, as far as the other shows that these costs have led to the limitation of direct damage as meant in these terms and conditions.
7. Supplier shall under no circumstances be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
8. This article included limitations of liability do not apply if the damage is due to intent or gross negligence on the part of Supplier or his senior subordinates.

### Article 10. Transfer of risk

1. The risk of loss, damage or depreciation goes to the other party at the moment of delivery to the other party.

### Article 11. Indemnification

1. The other party shall indemnify Supplier against any claims by third parties in connection with the performance of the contract caused injury and the cause of which is attributable to other than to Supplier.
2. If Supplier accordingly by third parties should be addressed, then the other party shall give legal assistance to Supplier and to do that, without delay, all that can be expected of him in that case. If the other party defaults in taking appropriate measures, then supplier, without notice, entitles themselves doing so. All costs and damages on the part of Supplier and third parties thereby encountered are integral for the account and risk of the other party.

### Article 12. Intellectual property

1. Supplier reserves the rights and powers for which it is entitled under the copyright law and other intellectual property laws and regulations. Supplier has the right, by the performance of a contract, by his side increased knowledge, to use that knowledge also for other purposes, in so far as no strictly confidential information of the other party is given to the attention of third parties.

### Article 13. Applicable law and disputes

1. All legal relationships in which Supplier is a party, only the Dutch law applies, whether or not an undertaking in whole or in part in a foreign country or of the implementation at the legal relationship of the parties involved there is domiciled. The applicability of the Vienna Sales Convention is expressly excluded.
2. The court in the place of residence of Supplier shall have exclusive jurisdiction to hear disputes, unless otherwise required by law. Nevertheless, Supplier has the right to submit the dispute to the competent court according to the law.
3. Parties will first appeal to a judge after they have made efforts to do their utmost to settle a dispute in mutual consultations.

### Article 14. Reference and change conditions

1. These conditions are registered at the Chamber of Commerce Central Gelderland Arnhem
2. The most recently filed version shall always apply, or the version valid at the time of the emergence of the legal relationship with Supplier.
3. The Dutch text of the general terms and conditions prevails at all time for the explanation thereof.