

## **General terms and conditions**

### **GENERAL TERMS AND CONDITION OF SALE AND DELIVERY**

of NV Didak Injection established and with office in Grobbendonk registered in the commercial register of the Chamber of Commerce in Turnhout, hereinafter referred to as: Didak Injection NV.

#### **1) Applicability**

- a. These terms and conditions apply to all offers, quotes, agreements and deliveries undertaken by Didak Injection NV.
- b. Agreements deviating from these terms and conditions shall only be valid subject to Didak Injection NV's written agreement. In that case the deviation only applies to that specific agreement.
- c. Unless the contrary is explicitly agreed to in writing, the counterparty agrees to these terms and conditions. Any purchase conditions of the counterparty are explicitly set aside by Didak Injection NV, unless explicitly otherwise agreed.
- d. All orders imply the simple acceptance of our general terms and conditions of sale and delivery. An order will be considered final and accepted after written confirmation by both the buyer and Didak Injection NV.

#### **2) Quotes**

- a. In case of non-acceptance of a quote Didak Injection NV shall, if previously agreed, be entitled to charge the costs incurred when preparing the quote to the other party.
- b. Catalogues, advertising material, price lists, product specifications, etc. all this obtained either orally, in writing or via the internet or otherwise, are free of obligation. The counterparty cannot derive any rights from the above, unless explicitly agreed in an agreement signed between Didak Injection NV and the counterparty.
- c. Orders placed, agreements made, promises or declarations made, both orally and in writing, by intermediaries, including agents and representatives, shall only commit Didak Injection NV upon their written confirmation.
- d. The quotes made by Didak Injection NV have a validity of 1 month unless otherwise agreed in writing.

- e. All drawings, sketches, diagrams, samples, models, calculations etc. (hereinafter: drawings etc.) made by or by order of Didak Injection NV shall be the property of Didak Injection NV and shall remain so even once the agreement has been implemented. Drawings etc. may not, without the written consent of Didak Injection NV, be either entirely, nor partially, multiplied or shown to third parties or made available for any purpose whatsoever. This also includes the counterparty's intention of obtaining a comparative quote from a third party. When this provision is breached, the counterparty will owe an immediately payable fine to Didak Injection NV of €10,000 for each breach.
- f. Drawings etc. must be returned directly upon first request of Didak Injection NV postage paid to Didak Injection NV.
- g. Didak Injection NV is not responsible for any errors in data, drawings etc. and advice etc. provided by, on behalf of or by order of the counterparty. Didak Injection NV is not obliged to verify the data, drawings etc. and advice etc. obtained from the counterparty or through third parties and may assume that it is correct. The counterparty safeguards Didak Injection NV with regard to the above, for the claims stemming from any incorrect information, also from third parties.

### 3) **Price**

- a. All prices apply, unless otherwise agreed, for the delivery ex warehouse or ex factory, excluding packaging and excluding VAT. The goods are, as soon as they leave either the warehouse or the factory, for account and at the risk of the counterparty, who shall take out adequate insurance to cover that risk. Didak Injection NV is free to choose an efficient packaging and shipment method.
- b. If, after concluding the agreement, circumstances occur which may affect the cost, such as changes in currency prices, import and export duties, etc. Didak Injection NV will be entitled to charge such price changes to the counterparty.

Besides, prices per item can be adjusted annually according to the evolution of the general inflation index, as well as on a quarterly basis with regard to raw materials according to the index of cadastral income or another agreed index.

- c. In the event that Didak Injection NV must deliver goods on call or in the future, Didak Injection NV is entitled to invoice the prices which apply at the time of delivery to the counterparty, unless otherwise defined by a written agreement.

### 4) **Agreement**

- a. An order/assignment will only be binding for Didak Injection NV insofar as it is accepted in writing by Didak Injection NV. The above also applies for further agreements and for changes of existing agreements. The agreement takes effect on the day it is signed by Didak Injection NV, or on the day Didak Injection NV sends the written order/order confirmation.
  
- b. All changes to the agreement or the terms and condition of implementation, including any work variations, shall be agreed in writing. The lack of a written agreement does not prejudice Didak Injection NV's right to charge/deduct any work variations. If, after accepting the order/assignment changes are made by the counterparty, and Didak Injection NV does not agree with such change(s), all costs incurred by Didak Injection NV, as well as the entire amount of profit loss, shall be for account of the counterparty.
  
- c. If the counterparty cancels the order/assignment, it shall have to compensate all costs which were already made by Didak Injection NV, as well as the entire amount of profit loss to Didak Injection NV.
  
- d. If there is a reasonable suspicion that the financial position of the counterparty is compromised, Didak Injection NV is entitled to request a security from the counterparty for the payment of costs incurred or to be incurred by Didak Injection NV for the counterparty, for example by means of issuing a bank guarantee. Didak Injection NV is entitled to suspend the works until the requested security has been met. If within two months (to be counted from the first request to that end) such a request is not met, the counterparty shall be in default, without requiring a notice of default, and Didak Inject NV will be able to dissolve the agreement without an intervention from the court. The counterparty will be responsible for all costs, damage and profit loss stemming from such premature termination of the agreement.
  
- e. Every order of wares related to an order of moulds will only be executed insofar as the buyer complies with the commitments prescribed in relation to Didak NV.

#### **5) Provisions with regard to the product**

- a. Didak Injection NV shall be considered to have met its obligations with regard to the quantity of products to be delivered when it delivers the agreed quantity or either (maximum) 10% more or (maximum) 10% less of the agreed quantity.

- b. In case of items with limited value, the quantities will be respected to the greatest possible extent, though we reserve the right to deliver varieties of these quantities depending on the production conditions.
- c. Parts which are made available by or on behalf of the counterparty, which have to be fitted on or processed into the product to be produced by Didak Injection NV, must be delivered to Didak Injection NV in the required quantities with a 10% supplement in time, free of charge and postage paid to the factory of Didak Injection NV. The counterparty is responsible for parts or other goods made available in this way and for their application. Didak Injection NV assumes without further investigation that these parts etc. can simply be fitted on or processed in the product to be manufactured. If the said parts are delivered too late, or cannot be processed etc. by Didak Injection NV, and this causes a production standstill, the counterparty shall be responsible for all damage suffered and to be suffered by Didak Injection NV as a result of this standstill.
- d. Didak Injection NV will not start production of the product to be made until the trial series provided by Didak Injection NV is approved by the counterparty and until confirmed to Didak Injection NV in writing or Didak Injection NV has confirmed this approval. If Didak Injection NV invested in making a mould in accordance with the counterparty and the counterparty does not approve the trial series made with such mould, the counterparty shall pay the full (investment) costs of such mould to Didak Injection NV, without prejudice to Didak Injection NV's right to full damages.

## **6) Complaints and Guarantee**

- a. The counterparty is required to check the quantity of delivered products immediately after the delivery and check them for defects and faults.
- b. If any deviations are found in the quantity of delivered products, the counterparty shall notify Didak Injection NV thereof in writing within 3 working days after the delivery. Failing to do so will imply that the quantity as specified on the bill of lading, the shipping note or any similar document shall be considered to have been accepted.
- c. No complaints about visible defects of the merchandise or any other complaint shall be accepted unless filed by means of registered letter, within eight days of receipt.
- d. When the terms in the above article paragraphs have passed, the counterparty is considered to have accepted the delivery in full and unconditionally. Complaints outside the aforementioned terms must not be handled by Didak Injection NV.

- e. Complaints are not handled when the counterparty was in default in any way with regard to any of its obligation vis-à-vis Didak Injection NV stemming from the agreement.
  
- f. Didak Injection NV shall provide the best possible advice to the counterparty, among other things with regard to product and mould development, but does not guarantee that the products delivered by it are suitable for the applications required by the counterparty. Any type of guarantee and liability of Didak Injection NV in this context is excluded.
  
- g. Any type of guarantee and liability of Didak Injection NV is in any case excluded if:
  - defects are the result of imperfections of materials and/or parts which are made available or prescribed respectively by the counterparty to Didak Injection NV
  - defects are the result of improper use or negligence of/on the part of the counterparty, its personnel or third parties;
  - defects are the result of normal wear, improper handling by the counterparty, extraordinary load, use of inappropriate tools and corrosive chemicals by the counterparty;
  - changes are made to the moulds without the instruction to do so by Didak Injection NV.
  
- h. Didak Injection NV shall, in case of complaints within the specified time frame, at its discretion, be entitled to choose to either replace the items, or take care of their repair at its own expense. Didak Injection does not have any other obligation in this respect, in particular not to compensate any (consequential) damage, including growing and flourishing damage.
  
- i. Claims for damages by the counterparty are excluded, except if they refer to damage caused by Didak Injection NV due to deliberate intent or gross negligence. The amount to be compensated by Didak Injection NV in this context will never exceed the net invoice value of the products which gave rise to the origin of the damage.
  
- j. The counterparty safeguards Didak Injection NV against third-party claims related to the use and/or the application of the products delivered by Didak Injection NV.
  
- k. Returns will only be accepted following prior written agreement.

## 7) Delivery

- a. Except in case of special and explicit stipulation, the delivery periods cannot be considered strict deadlines. Didak Injection NV is not responsible for the consequences of exceeding the agreed delivery time. Exceeding the delivery time, for any cause whatsoever, will not entitle to counterparty to damages, nor to non-compliance of the obligations vested in the counterparty.
- b. The breakage of machines or tools, strikes, inappropriate means of transport and all unforeseen events, which are of a nature that they obstruct the manufacturing or delivery of goods, can be considered cases of force majeure, discharging Didak Injection NV of all responsibility. They may discharge the company without prior notice to not comply with all or any of the commitments entered into without owing any indemnification.
- c. A delivery term is extended with the duration of the delay when this delay was caused because the counterparty did not comply with any obligation stemming from the agreement.
- d. The counterparty must buy the products within the agreed term. When the counterparty fails to do so, Didak Injection NV shall be authorised to dissolve the agreement and/or claim damages. The damage will at least be estimated at the agreed price of items that were not bought, increased by the costs incurred by Didak Injection NV as a result of the non-compliance with the obligations by the counterparty.

## **8) Moulds**

- a. When the moulds are produced on request of the counterparty, Didak Injection NV shall not be required to start with it until the counterparty has paid the agreed compensation (advance/upfront payment). If no compensation is agreed, the counterparty shall pay Didak Injection NV upon first request the advance/upfront payment to be determined by Didak Injection NV. The above accordingly applies to any changes/improvements of the moulds.
- b. The costs to manufacture the moulds shall be charged to the counterparty as follows: 50% of the costs directly after placing the order/assignment and 50% of the costs when the trial injection moulding is approved, unless other agreements have been made in writing between the parties.
- c. In case the moulds are in the possession of Didak Injection NV, but belong in property to the counterparty, they will upon written request of the counterparty be returned by Didak Injection NV, unless certain terms are mutually agreed, however, after all claims of Didak

Injection NV on the counterparty, for any reason whatsoever, have been paid. The costs and risks of return and/or transport are for account of the counterparty. When the mould is removed no mould drawings will be added, because this is part of the know-how of Didak Injection NV.

- d. The indicated delivery term of the mould is indicative and can never give rise to charging any penalties or the question to organise air transport in case of moulds of Chinese origin.
- e. Didak Injection NV guarantees the storage of the mould with due diligence and takes care of the insurance against fire and theft, unless otherwise agreed.

#### **9) Retention of title**

The goods remain property of Didak Injection NV as long as the sales price payable to Didak Injection NV is not fully paid, even when the goods were processed. Once the goods are delivered, the buyer shall bear all risks of loss and destruction.

#### **10) Intellectual property rights**

In case of manufacture by Didak Injection NV of products on the basis of drawings, samples, models, etc., or other changes, all in the broadest sense of the word, received from the counterparty or from third parties, the counterparty guarantees that by manufacture and/or delivery of those products no patent, trademark or other (intellectual) property rights of third parties are affected and safeguards Didak Injection SA against any claims arising there from. This safeguarding implies payment of any damage which is the direct or indirect result of a violation of the above rights.

#### **11) Payment**

- a. All our sales are in cash and without discounts unless explicitly otherwise agreed in writing. In case of non-payment of the invoice on the due date an 8% interest will be applied as of the invoice date, without the necessity of a default notice. Besides, if the non-payment lasts more than one month, damages will be payable, by sole action of the law and without default notice, as a conventional measure, apart from and on top of the late payment interests, of 15% of the unpaid invoices.

- b.** All our invoices are payable at our company's registered office. Every stipulation to the contrary shall not prejudice this provision or its general validity.
  
- c.** The payment terms which have been set apply insofar as a credit insurance can be obtained on the ordered goods, in the absence whereof other payment terms must be discussed, such as the provision of a bank guarantee with regard to moulds.
  
- d.** When the counterparty does not meet its financial obligations Didak Injection NV shall be entitled to exercise its right of retention on all items of the counterparty in possession of Didak Injection NV.

In case of disputes only the courts of Turnhout will have jurisdiction.