

General Terms and Conditions Ultramate B.V.

Private company with ordinary structure Ultramate B.V. (hereinafter: Ultramate) is registered with the Chamber of Commerce under number 80200141 and is located at Meerheide 100 D (5521DX) in Eersel, the Netherlands.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated otherwise:
2. Offer: Any written offer to the Buyer to deliver Products by the Seller to which these terms and conditions are inseparably linked.
3. Buyer: the natural or legal person acting in the exercise of a profession or business who enters into a (distance) Agreement with the Seller.
4. Agreement: The (remote) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from Ultramate.
5. Products: The Products offered by Ultramate are adhesives, bonding systems and related products.
6. Seller: The supplier of Products to the Buyer, hereinafter: Ultramate.

Article 2 - Applicability

1. These general terms and conditions apply to every Ultramate Offer and every Agreement between Ultramate and a Buyer and to every Product offered by Ultramate
2. Before an Agreement is concluded (remotely), the Buyer will have access to these general terms and conditions. If this is not reasonably possible, Ultramate will indicate to the Buyer how the Buyer can inspect the general terms and conditions, which in any case have been published on Ultramate's website, so that the Buyer can easily store these general terms and conditions on a durable medium.
3. In exceptional situations, these general terms and conditions may be deviated from if this has been explicitly agreed in writing with Ultramate.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and / or purchase conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or completely null and void or are nullified, the other provisions of these general terms and conditions will remain in force and the null and void / nullified provision (s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions should be assessed and explained in the spirit of these general terms and conditions
7. If reference is made to him / her in these general terms and conditions, this should also be understood as a reference to he / him / her, if and to the extent applicable.

Article 3 - The Offer

1. All offers made by Ultramate are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid

under specific conditions, this will be explicitly stated in the offer. An Offer only exists if it has been recorded in writing

2. The Offer made by Ultramate is without obligation. Ultramate is only bound by the Offer if the acceptance thereof is confirmed in writing by the Buyer within 30 days, or if the Buyer has already paid the amount due. Ultramate nevertheless has the right to refuse an Agreement with a potential Buyer for a reason justified by Ultramate.
3. The Offer contains an accurate description of the Product offered with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Ultramate. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (at a distance). Ultramate cannot guarantee that the colors in the image exactly match the true colors of the Product.
4. Delivery times and periods stated in Ultramate's Offer are indicative and do not entitle the Buyer to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise
5. A composite quotation does not oblige Ultramate to deliver part of the goods included in the offer or Offer at part of the stated price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and according to the sold-out principle.

Article 4 - Establishment of the Agreement

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer or Agreement from Ultramate by returning a signed copy (scanned or original) to Ultramate.
2. If the Agreement is concluded verbally, Ultramate will confirm this acceptance in writing.
3. An Offer can be made by Ultramate by e-mail
4. If the Buyer has accepted the Offer by concluding an Agreement with Ultramate, Ultramate will confirm the Agreement with the Buyer in writing, at least by e-mail
5. If the acceptance deviates (on minor points) from the Offer, Ultramate is not bound by it
6. Ultramate is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Buyer cannot derive any rights from this mistake or error.
7. The right of withdrawal is excluded for the Buyer.

Article 5 - Implementation of the Agreement

1. Ultramate will perform the Agreement to the best of its knowledge and ability.
2. If and insofar as required for the proper execution of the Agreement, Ultramate has the right to have certain activities performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, of which Ultramate indicates that it is necessary or of which the Buyer should reasonably understand that it is necessary for the performance of the Agreement, is provided to Ultramate in a timely manner. If the

information required for the performance of the Agreement has not been provided to Ultramate in time, Ultramate has the right to suspend the performance of the Agreement.

4. In the performance of the Agreement, Ultramate is not obliged or obliged to follow the instructions of the Buyer if this changes the content or scope of the Agreement. If the instructions result in additional work for Ultramate, the Buyer is obliged to reimburse the additional or additional costs accordingly.

5. Ultramate may require security from the Buyer or full payment in advance before proceeding to implement the Agreement.

6. Ultramate is not liable for damage, of whatever nature, that has arisen because Ultramate relied on incorrect and / or incomplete information provided by the Buyer, unless Ultramate was aware of this inaccuracy or incompleteness.

7. The Buyer indemnifies Ultramate against any claims from third parties who suffer damage in connection with the performance of the Agreement and which are attributable to the Buyer.

Article 6 - Delivery

1. If the start, progress or delivery of the Agreement is delayed because, for example, the Buyer has not provided all requested information or has not provided sufficient cooperation, the (down) payment has not been received by Ultramate on time or due to other circumstances If any delay occurs outside Ultramate's control, Ultramate is entitled to a reasonable extension of the delivery or completion period. All agreed delivery terms are never strict deadlines. The buyer must give Ultramate written notice of default and allow it a reasonable term to still be able to deliver or deliver. The buyer is not entitled to any compensation due to the delay that has occurred.

2. The Buyer is obliged to take delivery of the goods at the time when they are made available to it in accordance with the Agreement, even if they are offered earlier or later than agreed.

3. If the Buyer refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, Ultramate is entitled to store the goods at the expense and risk of the Buyer.

4. If the Products are delivered by Ultramate or an external carrier, Ultramate is entitled to charge any delivery costs, unless otherwise agreed in writing. These will then be invoiced separately unless explicitly agreed otherwise.

5. If Ultramate requires information from the Buyer in the context of the performance of the Agreement, the delivery time will only commence after the Buyer has made all information necessary for the performance available to Ultramate.

6. If Ultramate has stated a term for delivery, this is indicative. Longer delivery periods apply for deliveries outside the Netherlands.

7. Ultramate is entitled to deliver the goods in parts, unless this has been deviated from by Agreement or the partial delivery has no independent value. Ultramate is entitled to invoice the delivered goods separately.

8. Deliveries are only made if all invoices have been paid unless explicitly agreed otherwise. Ultramate reserves the right to refuse delivery if there are well-founded fears of non-payment.

9. Delivery within the Netherlands takes place ex warehouse Ultramate B.V., Meerheide 100 D, 5521 DX Eersel, unless otherwise

agreed. Delivery outside the Netherlands takes place EX WORKS, NL-5521 DX Eersel, the Netherlands, in accordance with the Incoterms 2020.

Article 7 - Packaging and transport

1. Ultramate undertakes towards the Buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition during normal use.

2. Unless otherwise agreed in writing, all deliveries outside the Netherlands are made excluding sales tax (VAT) and all deliveries within the Netherlands are made including sales tax (VAT), including packaging and packaging material condition at the time of delivery.

Article 8 - Investigation, complaints

The Buyer is not entitled to return the Products.

Article 9 - Prices

1. During the validity period of the Offer, the prices of the Products offered will not be increased, except in the event that there are changes in VAT rates.

2. The prices stated in the Offer are exclusive of VAT, unless explicitly stated otherwise.

3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: the import and export duties, freight and unloading costs, insurance and any levies and taxes.

4. In the event of Products or raw materials of which there are price fluctuations on the financial market and over which Ultramate no influence has, Ultramate can offer these Products at variable prices. The Offer states that the prices are target prices and may fluctuate.

Article 10 - Payment and collection policy

1. Payment should preferably be made in advance or on account in the currency in which the invoice is made via the indicated method.

2. The buyer cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.

3. The buyer must make a lump payment to the account number and data of Ultramate made known to it. Parties can only agree on a different payment term after explicit and written permission from Ultramate.

4. If a periodic payment obligation of the Buyer has been agreed, Ultramate is entitled to adjust the applicable prices and rates in writing, with due observance of a period of 3 months.

5. In the event of liquidation, bankruptcy, seizure or suspension of payment of the Buyer, Ultramate's claims against the Buyer are immediately due and payable.

6. Ultramate has the right to have the payments made by the Buyer extend first of all to reduce the costs, then to reduce the interest that has become due and finally to reduce the principal sum and the current interest. Ultramate can, without being in default as a result, refuse an offer for payment if the Buyer indicates a different order for the allocation. Ultramate can refuse full repayment of the principal sum, if the outstanding and accrued interest as well as the costs are not also paid

7. If the Buyer does not fulfill its payment obligation and has not fulfilled its obligation within the stipulated payment term of 30 days, the Buyer is in default

8. From the date that the Buyer is in default, Ultramate will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.

9. If Ultramate has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and execution costs incurred are also at the expense of the Buyer.

Article 11 - Retention of title

1. All goods delivered by Ultramate remain the property of Ultramate until the Buyer has fulfilled all of the following obligations arising from all Agreements concluded with Ultramate.

2. The buyer is not entitled to pledge or encumber in any other way the goods subject to retention of title if ownership has not yet been transferred in full.

3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Buyer is obliged to notify Ultramate of this as soon as can reasonably be expected.

4. In the event that Ultramate wishes to exercise its property rights indicated in this article, the Buyer gives unconditional and irrevocable permission and authorization to Ultramate or third parties to be designated by Ultramate to enter all those places where Ultramate's properties are located and to also take back those items.

5. Ultramate has the right to retain the Product (s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over Ultramate. After the Buyer has complied with its obligations, Ultramate will make every effort to deliver the Products purchased to the Buyer as soon as possible, but no later than 20 working days.

6. Costs and other (consequential) damage as a result of retaining the purchased Products are at the expense and risk of the Buyer and will be reimbursed to Ultramate by the Buyer upon first request.

Article 12 - Warranty

1. Ultramate guarantees that the Products comply with the Agreement, the specifications, usability and / or reliability stated in the offer and the legal rules / regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified the Seller of this use in writing at the time of entering into the Agreement.

2. The warranty period of the Products is 10 years. After the expiry of this warranty period, the Buyer must inform Ultramate within 8 weeks in order to invoke the warranty.

Article 13 - Regulations for Products

1 Buyer of Products must follow the (processing) regulations, instructions of Ultramate and TDS and MSDS sheets.

Article 14 - Suspension and dissolution

1. Ultramate is entitled to suspend the fulfillment of the obligations or to dissolve the Agreement if the Buyer does not or not fully fulfill the (payment) obligations under the Agreement.

2. In addition, Ultramate is authorized to dissolve the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention, if the Buyer does not comply on time or properly with the obligations under any Agreement concluded with Ultramate, result

3. Ultramate is further authorized to dissolve the Agreement or have it dissolved without prior notice of default if circumstances arise of such a nature that fulfillment of the Agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required or if circumstances arise in some other way which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

4. If the Agreement is dissolved, Ultramate's claims against the Buyer are immediately due and payable. When Ultramate suspends fulfillment of the obligations, it retains its rights under the law and Agreement.

5. Ultramate always reserves the right to claim compensation.

Article 15 - Limitation of liability

1. If the execution of the Agreement by Ultramate leads to liability of Ultramate towards the Buyer or third parties, that liability is limited to the costs charged by Ultramate in connection with the Agreement, unless the damage has arisen due to intent or gross negligence. Ultramate's liability is in any case limited to the maximum amount of damage paid out by the insurance company per event per year.

2. Ultramate is not liable for consequential damage, indirect damage, loss of profit and / or loss, missed savings and damage as a result of the use of the delivered Products is excluded.

3. Ultramate is not liable for and / or obliged to repair damage caused by the use of the Product. Ultramate supplies strict processing instructions and TDS and MSDS sheets that must be complied with by the Buyer. All damage to Products as a result of wearing and using is expressly excluded from liability (this includes traces of use, user damage, fall damage, light and water damage, theft, loss, etc.)

4. Ultramate is not liable for transport damage.

5. Ultramate is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and / or incorrect) information on the website (s) or of linked websites.

6. Ultramate is not responsible for errors and / or irregularities in the functionality of the website and is not liable for malfunctions or the website being unavailable for any reason

7. Ultramate does not guarantee the correct and complete transmission of the content of and e-mail sent by / on behalf of Ultramate, nor the timely receipt thereof.

8. All claims of the Buyer due to failure on the part of Ultramate will lapse if they have not been reported to Ultramate in writing and with reasons within one year after the Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer will in any case lapse one year after the termination of the Agreement.

Article 16 - Force majeure

1. Ultramate is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be held to comply with any obligation if it is prevented from doing so as a result of a circumstance that cannot be due to its fault and is not for its account by virtue of the law, legal act or generally accepted standards.

2. Force majeure is in any case understood, but is not limited to what is understood in this respect in law and jurisprudence, (i) force majeure of suppliers of Ultramate, (ii) failure to properly fulfill obligations of suppliers to which the Buyer has Ultramate are prescribed or recommended, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) work strikes in Ultramate's company and (xi) other situations that Ultramate deems beyond its control that affect the fulfillment of its temporarily or permanently prevent obligations

3. Ultramate has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Ultramate should have fulfilled its obligation.

4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, either party is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.

5. Insofar as Ultramate has already partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the commencement of force majeure, and the part fulfilled or to be fulfilled respectively has independent value, Ultramate is entitled **XX** to be invoiced separately. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 17 - Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement transfers to the Buyer at the moment the goods leave Ultramate's warehouse.

Article 18 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Ultramate rest exclusively with Ultramate and are not transferred to the Buyer

2. The Buyer is prohibited from disclosing and / or multiplying, modifying or making available to third parties all documents on which Ultramate's intellectual property rights and copyrights rest without the express prior written consent of Ultramate. If the Buyer wishes to make changes to goods delivered by Ultramate, Ultramate must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products on which Ultramate's intellectual property rights rest other than agreed in the Agreement.

Article 19 - Privacy, data processing and security

1. Ultramate handles the (personal) data of the Buyer and visitors to the website (s) with care. If requested, Ultramate will inform the person concerned about this.

2. If Ultramate is required to provide security for information on the basis of the Agreement, this security will meet the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, will not be unreasonable.

Article 20 - Complaints

1. If the Buyer is not satisfied with the Ultramate Products and / or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but no later than 8 working days after the relevant cause that led to the complaint to report. Complaints can be reported via info@ultramate.nl with the subject "Complaint"

2. The complaint must be sufficiently substantiated by the Buyer and / or explained with evidence if Ultramate is to be able to process the complaint.

3. Ultramate will respond substantively to the complaint as soon as possible, but no later than 5 working days after receipt of the complaint.

4. The parties will try to find a solution together.

Article 21 - Applicable law

1. Dutch law applies to every Agreement between Ultramate and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.

2. In the event of an explanation of the content and scope of these general terms and conditions, the Dutch text will always be decisive.

3. All disputes arising from or as a result of the Agreement between Ultramate and the Buyer will be settled at the competent court of Oost-Brabant, location Eindhoven, unless provisions of mandatory law lead to the jurisdiction of another court.

Eersel, November 27, 2020