

Kriya Materials B.V.
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General terms and conditions of delivery of Kriya Materials B.V.

These conditions are a translation of the original Dutch conditions, deposited at the Chamber of Commerce in Maastricht, The Netherlands. Upon dispute the deposited Conditions are binding and final.

Article 1: Definitions

In these general terms and conditions of delivery ('Conditions') the following definitions are applied:

1. Customer: all natural persons and/or legal entity with which Kriya Materials forms an agreement or with which Kriya Materials negotiates over the formation of an agreement.
2. Kriya Materials: the private company Kriya Materials B.V. with place of business Geleen, The Netherlands, as well as her legal representatives and all subsidiaries of either Kriya Materials B.V. or of her legal representatives.
3. Agreement: any Agreement formed between Kriya Materials and the Customer, any change, correction and/or addition thereof, as well as all (legal) actions related to the preparation and/or execution of said Agreement.
4. Product(s): all matters that are the subject of an Agreement
5. Consults: all (technical) Consults supplied by Kriya Materials, including any form of support and service.

Article 2: Application

1. The Conditions are part of all Agreements and are valid for all (legal) actions between Kriya Materials and (possible) Customer(s).
2. Conditions, under any title or heading, of Customer or third parties are not applicable and are rejected by Kriya Materials.
3. Deviations from Conditions are only binding in the case that they have been agreed upon and confirmed in writing by Kriya Materials. Possible agreed upon deviations from Conditions do not construe any rights for Customer for future Agreements.

Article 3: Offer and Agreement

1. An offer or pricing by Kriya Materials is not binding and constitutes merely an invitation to an order placement by Customer.
2. Offers are given upon information supplied by Customer. Customer is responsible for possible additional costs, price increases, delays in supply and other possible results of changes, deviations and/or errors in said information.
3. All statements of numbers, weights, amounts and/or other indicators of the Product(s) and/or Service(s) are performed with care by Kriya Materials. Kriya Materials cannot vouch for non-occurrence of possible deviations. Demonstrated and/or supplied samples are merely indicative of the corresponding Product(s).

4. An Agreement between Kriya Materials and Customer is established on the date upon which Kriya Materials sends a written order conformation to the Customer of the Agreement.
5. Kriya Materials reserves the right to change the composition of the Product(s).

Article 4: Prices and tariffs

1. All prices and tariffs of Kriya Materials are expressed in euro's excluding VAT, unless agreed upon in writing. Unless specifically stated in the Agreement, all costs of transport, in- and export duties, and all other taxes and tariffs related to the Product(s) and the transport thereof are to be paid by Customer.
2. The prices and tariffs of Kriya Materials are based upon the known circumstances at the time of the closing of the Agreement. Kriya Materials is authorized to surcharge each change in said circumstances, which has an effect on the prices and tariffs of the Product(s).
3. Undeniable errors in the pricing and tariffs may be corrected and surcharged by Kriya Materials.

Article 5: Payment

1. Unless agreed upon in writing Customer has to transfer the invoiced amounts to him to a bank account designated by Kriya Materials within 30 (thirty) days after receiving Product(s). Upon delayed payment Customer is legally defunct. Customer is not authorized for any form of settlement or postponement of any obligation (of payment) to Kriya Materials.
2. Customer has to notify Kriya Materials in writing within 7 days of receiving Product(s), taking art.9 into consideration, of possible objections to the (amount of the) obligation (of payment). In the case this objection is not deposited the obligation must be fulfilled.
3. Over all amounts which have not been paid on the last day of the term of payment Customer is from that day onward, without additional notification of defunct, indebted an interest of 2 (two) % per month over the outstanding amount. A part of a month hereby amounts to a complete month.
4. In the case Customer is defunct towards Kriya Materials, Customer is obliged to fully compensate Kriya Materials for all legal and sublegal costs. The sublegal costs which must be paid by Customer are at least 15% of the outstanding amount increased with the abovementioned interest, with a minimum of 250 (two hundred fifty) euro, increased with the outstanding VAT.
5. Each payment of Customer is primary used to fulfill the owed interest and legal and sublegal costs, and hereafter to fulfill the oldest outstanding amount.

Article 6: Ownership

1. The ownership of the Product(s) is, in contrast to the factual delivery, only transferred to Customer after Customer has fully fulfilled all obligations which Customer has or will have according to any Agreement related to said Product(s).
2. In the case that Kriya Materials has ownership of Product(s), Customer is not authorized to fully or partially sell said Product(s) or to transfer the ownership thereof.

3. In the case that Kriya Materials has ownership of Product(s), Customer will immediately notify Kriya Materials when Product(s) (may) fall under any bankruptcy or (part of the) Product(s) fall under any other form of seizure. Customer will inform Kriya Materials at the first request where all Product(s), of which Kriya Materials has ownership, are located and if required allow Kriya Materials access to the buildings and/or locations in order to reclaim the Product(s). If necessary Customer will immediately inform third parties of the ownership of Kriya Materials of the Product(s).

Article 7: Delivery and risk

1. A term of delivery supplied by Kriya Materials is based on the circumstances for Kriya Materials at the time of closing the Agreement and, inasmuch related to third parties, to information supplied by said third parties. The term of delivery supplied by Kriya Materials is merely indicative and not binding.
2. The term of delivery supplied by Kriya Materials starts either at the date of closing the Agreement or on the date when all necessary information to meet said Agreement is received by Kriya Materials, whereby the last of both is binding.
3. When the term of delivery is not met Customer has no right to any compensation. Customer has no right to terminate the Agreement unless failure to meet the term of delivery is such that within reason Customer cannot be expected to meet his part of Agreement..
4. Kriya Materials has in all cases the right to delivery Product(s) in parts. In the case of partial deliveries Kriya has the right to invoice the corresponding part of the Product(s).
5. The risk of the delivered Product(s) is transferred to Customer at the moment the Product(s) are located in the vehicle of transport, regardless of the party which has responsibility for the transport, unless agreed differently in the Agreement.
6. In the case Customer does not or not timely uptake Product(s), then Customer is defunct without notification. Kriya Materials is in this case authorized to store Product(s) at the risk and expense of Customer or to sell Product(s) to a third party. Customer remains indebted for the invoiced amount, increased with the interest and costs, yet in possible case lessened with the net result of the sale to aforementioned third party.

Artikel 8: Circumstances

1. In the case Kriya Materials cannot meet her obligations to Customer due to non-accountable circumstances, the fulfillment of said obligations is postponed for the duration of said period of circumstances and Kriya Materials is not held to any form of damage reimbursement.
2. In the case the period of non-accountable circumstances exceeds 2 (two) months, both parties have the right to partially or fully dissolve the Agreement in writing, as long as the circumstances justify said action.
3. Non-accountable circumstances for Kriya Materials are each circumstance independent of the will of Kriya Materials, which partially or fully hinders the fulfillment of her obligations to Customer, or which renders fulfillment of her obligations not reasonable, irrespective of whether

such circumstances could be foreseen at the time of closing the Agreement. Such circumstances include strikes and block-outs, stagnation and other problems for production at Kriya Materials or her suppliers, shortage or and objective lack of materials both at Kriya Materials as at her suppliers, stagnation and/or other problems related to own transport or that supplied by third parties, stagnation and/or problems resulting from any government including problems related to licenses..

Article 9: Inspection and complaints

1. Customer is obliged to carefully inspect the Product(s) immediately after delivery. Possible complaints should be reported within 2 (two) working days after delivery of Product(s) or after supply of advice in written form to Kriya Materials.
2. Defects that within reason could not have been observed within the abovementioned period of 2 days, should immediately be reported after observation and at most after 30 (thirty) days after delivery of Product(s) or after supply of advice in written form to Kriya Materials.
3. Customer will provide all possible cooperation to Kriya Materials to examine the defects e.g. by supplying sample materials and by allowing Kriya Materials to investigate at the location the circumstances.
4. Upon condition that the reclamation was performed in a timely and correct fashion and according to the specifications of art.9, and sufficiently is demonstrated that the Product(s) and/or advices a) did not meet the agreed upon specifications, or b) showed material defects, or c) did not function properly, then Kriya Materials has the choice either to exchange the non-conforming Product(s) at zero cost for new upon return of the non-conforming Product(s), or to repair said non-conforming Product(s) to meet specifications, or to provide Customer a discount on the sales price in mutual negotiation. Upon settlement by one of the abovementioned achievements Kriya Materials is released from all her obligations.
5. After observing any defect Customer is obliged to cease use, processing and/or installation of the relevant Product(s) and further to do all that is reasonably possible to prevent further damage.
6. Customer will not return Product(s) to Kriya Materials or third parties without preceding written permission. Only in the case that the reclamation is timely, correct and justified will Kriya Materials accept the reasonable costs of return.
7. When upon receipt of the Product(s) or the packing list no remark or criticism was made in relation to the packaging of the Product(s) it holds that, barring counterevidence, this was in a sound and correct state upon delivery.

Article 10: Product specification

1. Kriya Materials declares that the Product(s) meet the by Kriya Materials written specifications. The requirements relating to the specifications do not encompass the result after usage of Product(s), unless specifically declared to the Customer in writing.

2. Kriya Materials does not vouch for suitability of the Product(s) for the purpose for which Customer wishes to use these, unless specifically declared to the Customer in writing.
3. Kriya Materials guarantees that advices in writing are made with the upmost care and in view of the state of the art.
4. Customer is supplied by Kriya Materials to her best knowledge with safety information and instructions related to Product(s) and is considered to distribute this under his / her employees..

Article 11: Liability

1. Kriya Materials is never liable from whatever function for damage which Customer may suffer related to (use and/or storage of) Product(s) and/or advices, including damage to business, environment and/or immaterial damage, unless the damage has been caused by intent or gross neglect of Kriya Materials.
2. Irrespective of art.11.1, the contractual and legal liability of Kriya Materials is always limited to the cost of the Product(s) on account of which the damage was caused.
3. Barring the case the damage has been caused by intent or gross neglect of Kriya Materials, the Customer protects Kriya Materials against all claims from whoever related to the (use of the) Product(s) and advices inasmuch these claims surpass the liability of Kriya Materials given the stated conditions and Customer will compensate Kriya Materials for all material and immaterial damage which Kriya Materials suffers as a result from said claims.

Article 12: Intellectual property

1. Customer does not obtain any intellectual property related to the Product(s) and advices involved in the Agreement with Kriya Materials. Customer will in general defer from actions which violate such intellectual property rights, including brand and trade names.
2. It is not permitted to Customer to change or remove recognition signs on the Product(s) or packaging thereof, or to change or duplicate the Product(s) or any part thereof.
3. Kriya Materials declares that to the best of her knowledge the Product(s) and advices do not infringe on intellectual property rights of third parties in the Netherlands. In the case of claims of third parties related to infringement of such rights, Kriya Materials can, if deemed necessary, replace or change the Product(s), or the parties can fully or partially dissolve the Agreement without any right to compensation to the Customer.
4. Customer will immediately inform Kriya Materials of any claim from a third party regarding infringement of intellectual property related to Product(s).

Article 13: Neglect and dissolution

1. In the case that Customer does not, not timely or not properly meet any obligation which results from any Agreement with Customer, then Customer is without notification neglectful and Kriya Materials is authorized to: a) postpone the execution of the Agreement and direct related

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Agreements until fulfillment thereof has been guaranteed, and/or b) partially or fully dissolve the Agreement and direct related Agreements.

2. In the case of (temporary) Chapter 11, (possible) bankruptcy, stagnation or dissolution of Customer, all Agreements with Customer are dissolved unless Kriya Materials within a reasonable time period informs Customer that fulfillment of (part of the) said Agreement(s) is desired. In this case the claims of Kriya Materials are immediately claimable and Kriya Materials is without notification authorized to postpone the execution of the Agreement until fulfillment by Customer has been secured.

3. The stated in the above two paragraphs does not confine the other rights of Kriya Materials by law and the Agreement.

Article 14: Other conditions

1. Customer is not authorized to transfer his rights / duties to a third party, without preceding consent of Kriya Materials in writing.

2. The conditions of an Agreement are only governed by its conditions, taking art.14.3 into account.

3. Changes in and additions to any statement in an Agreement and/or the conditions are only valid when they have been recorded in writing by Kriya Materials and are only relevant to that particular Agreement.

4. Invalidity of one of the statements in the conditions does not impact the validity of the other statements. In this case the invalid statements can be replaced by new statements which encompass the original statements as much as possible in content, scope and goals.

Article 15: Law and conflicts

1. Solely Dutch Law is applicable to all Agreements and/or legal matters, to which these conditions are relevant. Applicability of the Vienna Convention 1980 is excluded.

2. All conflicts can only be brought to the certified court in Maastricht, the Netherlands, given that Kriya Materials is authorized to bring claims against Customer, albeit simultaneously, to other courts which are authorized to take up such claims.