

These general terms & conditions have been registered with the Chamber of Commerce in Amsterdam under number 34227754.

#### Article 1: Definitions

In this document the following terms are defined as:

- 1.1. MMF: The limited liability company MMF Transparant B.V., registered in Heemstede, the user of these general terms & conditions.
- 1.2. Buyer: The individual or legal body purchasing goods or services from MMF. The term Buyer also refers to the client in general.

#### Artikel 2: Applicability

- 2.1. These terms & conditions apply to MMF's proposals, order confirmations and contracts in which it (potentially) commits to supplying goods and/or services to the Buyer.
- 2.2. Departures from and/or additions to these terms & conditions are only effective if they are confirmed by MMF in writing.
- 2.3. MMF is not bound by any of the Buyer's purchasing terms & conditions, other than if these are explicitly accepted in writing by MMF.
- 2.4. The Dutch text of these terms & conditions must be considered to be binding. No rights can be derived from any translation of these terms & conditions.
- 2.5. In the case of conflict exceptional obligations which have been agreed in writing prevail over these general terms & conditions.

#### Article 3: Establishment of the contract

- 3.1. (Trade) terms used as included in but not restricted to these terms & conditions must be established in accordance with the International Rules for the Establishment of Commercial Terms, produced by the International Chamber of Commerce (ICC Incoterms) as currently in force at the time this contract is entered into.
- 3.2. Proposals and other communications from MMF are entirely without obligation, which means that there is no commitment on the part of MMF. Verbal commitments and/or arrangements with employees of MMF are not binding for MMF, other than if those commitments and/or arrangements are confirmed in writing.
- 3.3. The contract comes into effect at the moment that MMF confirms the order placed by the Buyer in writing and/or as soon as MMF actually commences the fulfilment of that order.
- 3.4. In the event that there is a discrepancy between the Buyer's order and MMF's written order confirmation, MMF's order confirmation is exclusively binding, except in the case that the Buyer informs MMF of this discrepancy within two working days of receipt of the order confirmation.

#### Article 4: Supply and Reservation of title

- 4.1. The agreed supply terms are stated approximately and are therefore not binding. Any supply term is agreed subject to unforeseen circumstances.
- 4.2. The supply term commences once the order has been confirmed by MMF in writing and/or the fulfilment of the order placed by the Buyer has actually been commenced.
- 4.3. The Buyer shall provide all of the information and materials necessary for the implementation of the contract and guarantees that he is entitled to the provision and use/permission to use of those materials and information and indemnifies MMF from third party claims in this respect, including potential third party claims on the basis of intellectual property rights due to them.
- 4.4. If as a consequence of force majeure circumstances, the fulfilment of the obligation to supply cannot reasonably be expected of MMF, it is entitled to suspend delivery. Should these circumstances endure for a period longer than three months, both MMF and the Buyer are entitled to dissolve the contract in full or in part by means of a written declaration.
- 4.5. Without prejudice to the stipulations of 4.4 and 12.1 and also outside the case of force majeure the Buyer has no right to dissolve the contract and/or to compensation.
- 4.6. The goods are supplied with all due consideration for the usual tolerances for weight, dimensions, printing and all other specifications of whatever nature, unless agreed otherwise in writing.
- 4.7. Goods are delivered freight, duty and insurance paid to the address stated on the order confirmation.
- 4.8. The goods supplied by MMF remain the property of MMF until the Buyer has fulfilled its obligation(s) arising from the contract with MMF. During the period that the Buyer does not fulfil his obligation(s), he is obliged to distinguish MMF's goods from other goods and to store them in a sufficiently individually identifiable manner.
- 4.9. The Buyer is only entitled to transfer the goods supplied by MMF within the context of normal business operations.
- 4.10. The Buyer is in no way entitled to mortgage the goods supplied during the period stated in article 4.8.
- 4.11. Supply consists exclusively of the physical title to the goods supplied. All intellectual property rights including, but not exclusively, those to designs, logos and templates manufactured by MMF, whether or not at the instruction of the Buyer, remain with MMF, even in the case that MMF has charged the Buyer for the relevant works undertaken.

#### Article 5: Force Majeure

The term force majeure is understood to include, but not exclusively, the following terms:

- commercial breakdown or commercial disruption;
- Delayed supply and/or other shortcomings on the part of MMF's suppliers and third parties.
- transport obstructions of whatever nature;
- lack of raw materials and other materials of whatever nature which are necessary for the implementation of the contract;
- import and export restrictions of whatever nature;
- war and state of siege;
- government measures and/or conditions;
- all other circumstances over which no influence can or could be exerted by MMF.

#### Article 6: Security

MMF is authorised to request pre-payment or security in the event that the financial situation of the Buyer reasonably requires this and to suspend the implementation of the contract in full or in part in anticipation of this.

#### Article 7: Default

- 7.1. In the event that the Buyer defaults on the fulfilment of his obligations arising from the contract he is in default without the requirement for further proof of default.

- 7.2. Any default on the part of the Buyer toward MMF renders every obligation of the Buyer to MMF of whatever nature immediately due. In that case MMF is entitled to suspend its obligation(s).

#### Article 8: Dissolution

- 8.1. Any default on the part of the Buyer in the fulfilment of his obligation(s) warrants dissolution by MMF, without prejudice to MMF's right to compensation and without any entitlement to compensation on the part of the Buyer.
- 8.2. Dissolution takes place without legal intervention and by means of a written communication by MMF.

#### Article 9: Guarantees and Complaints

- 9.1. The Buyer must inspect the goods immediately they are delivered for potential discrepancies and inform MMF clearly of any complaints within five days of the delivery date. Failure to do so results in the delivery being considered to have been accepted.
- 9.2. A legal claim relating to complaints must be instigated within 6 months at the latest of the notification of the claim, under penalty of the expiry of the Buyer's rights relating to that claim.
- 9.3. Quality requirements must be agreed exclusively in writing.
- 9.4. MMF does not guarantee and is never considered to have guaranteed, or promising that the goods supplied and purchased are suitable for the purpose for which the Buyer wishes to work with, process, consume and use them.
- 9.5. Samples provided by MMF are for indication only and no rights can be derived from them.
- 9.6. Any potential guarantee issued by MMF does not apply in the event that the goods supplied are handled inexpertly and carelessly by the buyer, stored longer than is usual as a result of which there is deterioration in quality, stored contrary to MMF's storage instructions or the goods supplied have deteriorated in quality for any other reason due to circumstances which may be attributed to the supplier. In this respect MMF expressly refers the Buyer to the fact that the quality of the goods purchased deteriorates over time and they become unusable after a period of six months.
- 9.7. The Buyer guarantees that MMF is entitled to investigate a complaint within ten working days of its notification and extends MMF all necessary and requested access to all areas under its management or control for that purpose.
- 9.8. In the event that the complaint appears to be justified, the Buyer has the right to either reasonable compensation up to a maximum of the invoice value of the goods supplied or the replacement of the goods supplied, at MMF's discretion. The Buyer must retain the faulty goods for MMF's perusal.
- 9.9. The Buyer guarantees that the goods supplied by MMF in accordance with the order confirmation and the way in which that occurs complies with the regulations and legislation applicable in the country in which the Buyer is registered and/or for which the goods are destined.

#### Article 10: Risk

- 10.1. The Buyer is obliged to take delivery of the goods supplied by MMF. In the event that the Buyer does not comply with this obligation, MMF shall store the goods at the expense and risk of the Buyer when possible and invoice the Buyer for the extra costs incurred.
- 10.2. The risk of loss, theft or damage to the goods transfers to the Buyer at the moment of supply stated in article 4, unless agreed otherwise by the parties.

#### Article 11: Price and payment

- 11.1. The prices stated by MMF are exclusive of sales tax. In the event that, subsequent to the date of the contract, a cost price-determining factor is subject to an increase of over 5% (five percent), MMF is entitled to increase the agreed price accordingly, even if unforeseen circumstances of whatever nature are involved. In that case the Buyer is entitled to cancel the order within two working days.
- 11.2. Payment must take place within fourteen days of delivery by direct credit of the amount due to MMF's bank account. This term is a term as defined in article 6:83, introductory paragraph and section a of the Dutch Civil Code (BW). In the event that a payment scheme or alternative form of payment is agreed, this must take place in writing.
- 11.3. Offsetting by the Buyer is only permitted insofar as MMF is ordered by an irrevocable legal ruling to make payment to the Buyer and the Buyer has not been declared to be in a state of bankruptcy.
- 11.4. In the event that the Buyer does not comply with his payment obligation, he is in default without any requirement for further notice of default and the Buyer is liable for interest of 1.5% per month of the unpaid amount until the date on which the amount due is settled in full.
- 11.5. MMF is entitled to suspend its obligation(s) arising from the contract until the Buyer has fulfilled its obligation(s) to MMF of whatever nature arising from any contract entered into with MMF.
- 11.6. In the event that MMF is forced to take non-legal measures to ensure the fulfilment as a result of untimely or incomplete payment, the resulting costs incurred are entirely the responsibility of the Buyer. These costs are considered to be 15% of the relevant claim with a minimum amount of one thousand euros.
- 11.7. Insofar as is necessary, contrary to the stipulations of the Code of Civil Procedure (articles 237 on), the Buyer is fully bound to compensate MMF for these (legal) costs.

#### Article 12: Liability

- 12.1. With the exception of gross negligence on the part of MMF and with the exception of greater cover provided by liability insurance taken out by MMF, any liability on the part of MMF for direct or indirect loss incurred by the Buyer is restricted to the amount of the invoice concerned. The relevant liability insurance provides cover of a maximum of EUR 2,268,901 per loss event with a maximum of EUR 4,537,803 per insurance year.
- 12.2. The Buyer indemnifies MMF from third party claims which are directly or indirectly associated with a fault in the goods supplied by MMF, including, but not restricted to, claims based on articles 6:185 of the Civil Code.

#### Article 13: Disputes

- 13.1. The law of the Netherlands applies exclusively to MMF's contract(s).
- 13.2. Disputes between MMF and the Buyer shall be judged exclusively either by the court in the Buyer's domicile or the competent court in the administrative district of MMF's registered office, at MMF's discretion.