

GENERAL TERMS & CONDITIONS FOR DELIVERY AND RETURNS

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1. General

These general terms and conditions apply to all offers by and contracts with SANTINT BV. Where reference is made to SANTINT in these general terms and conditions, this refers to the relevant entity that has declared these terms and conditions to be applicable.

- 1.1. Applicability of the other party's general terms and conditions is hereby expressly rejected by SANTINT
- 1.2. These general terms and conditions may only be deviated from in writing.

2. Offers and /or contract

If the other party has placed an order, the contract comes into effect after the acceptance has reached the other party or SANTINT has made known that it has commenced with the fulfillment of the contract, unless SANTINT immediately informs the other party that it reneges on the contract. Quotations by SANTINT are irrevocable and expire 30 days after they are made, unless otherwise agreed. Samples or models shown or provided are only considered as indicative, without the goods supplied having to conform thereto.

3. Changes to the contract

At the other party's request SANTINT will carry out any changes to the order suggested by the other party, provided these can reasonably be implemented by SANTINT and these are requested from SANTINT within a reasonable period. The above is without prejudice to the right of SANTINT to make an extra charge for this.

4. Prices

All prices are ex works/warehouse (Incoterms 2020) and exclude VAT.

5. Delivery/term of delivery

- 5.1. The term of delivery agreed with SANTINT is considered as an indication and not a deadline.
- 5.2. We strive to send all purchases through SantintDirect.com within 3 working days after order. Goods which we are unable to send due to low stock, we will inform you and agree on delivery date in the future.
- 5.3. Delivery takes place ex works/warehouse (Incoterms 2020).
- 5.4. SANTINT is not responsible or liable for import, export and transit of the goods delivered to their place of destination.
- 5.5. SANTINT is entitled to carry out its performance in stages.
- 5.6. SANTINT reserves the right to cancel the order and rescind the contract without being liable for any form of compensation for damages or costs, if it may reasonably assume that by implementing the contract, the related object or its associated confidential know-how could directly or indirectly become available to its competitors or companies affiliated with its competitors.

6. Payment

- 6.1. Payment must be made as follows, unless otherwise agreed: 100% of the total amount of the order: within 30 days after delivery. SANTINT will send the other party an invoice for the total amount of the order. Should the other party not have previously received an invoice, this does not discharge it of its obligation to pay on time.
- 6.2. Invoices from SANTINT must be paid following the instructions indicated by SANTINT.

- 6.3. Payment must be made effectively in the currency agreed upon and without any set-off, discount, or suspension.
- 6.4. If any payment is overdue, all the other party's outstanding payments, notwithstanding whether SANTINT has already submitted an invoice in this respect, will become immediately due and payable.
- 6.5. If any payment is overdue, the other party is liable for interest on the outstanding amount at a rate equal to the statutory interest rate (as applicable to trade agreements) plus 4% with effect from the day following the day that has been agreed as the deadline for payment up to and including the day on which the debtor has paid the outstanding amount in full.
- 6.6. If the other party fails to comply with one or more of its obligations, all reasonable extrajudicial costs incurred to obtain payment are for its account, in any case including the costs of debt collection agencies, bailiffs and lawyers. SANTINT is authorized to fix these costs at 15 percent of the amount due. The provisions of this paragraph are without prejudice to the other rights accruing to SANTINT by virtue of the law or these terms and conditions.
- 6.7. The other party is obliged to reimburse all costs reasonably incurred by SANTINT that are related to legal proceedings where the other party is found to be entirely or predominantly at fault. These costs will in any case include the costs of external experts, bailiffs and lawyers, etc., even insofar as the amount exceeds that awarded by the courts.
- 6.8. Payments made by or on behalf of the other party are applied to the settlement of outstanding interest and subsequently principal amounts in order of the length of time they have been outstanding, regardless of any instruction to the contrary by the other party.
- 6.9. The other party shall only object, in writing, to the invoice within 14 days of the invoice date.

7. Retention of title

SANTINT will retain title to the goods which have been supplied by it or are to be supplied by it, until the following have been fully satisfied:

- 7.1. the performance owed by the other party in connection with goods supplied or to be supplied under a contract as well as in connection with activities performed or to be performed (services rendered or to be rendered) under such a contract; claims arising from a breach by the other party in the performance of such a contract or contracts.
- 7.2. If the other party is in breach of any of the obligations referred to in paragraph 1, SANTINT is entitled to collect or have collected the goods owned by it from where they are located, at the other party's expense. The other party herewith, in advance, irrevocably authorizes SANTINT to enter or have entered for this purpose the premises used by or on behalf of the other party.

8. Security

- 8.1. If there are reasonable grounds to fear that the other party will not fulfil its obligations punctually, the other party is obliged, at SANTINT's first request, to provide, in the form desired by SANTINT, immediate and adequate security for the fulfilment of all its obligations, and to provide additional security if necessary. For so long as the other party has not complied herewith, SANTINT is entitled to suspend the fulfilment of its obligations.
- 8.2. If the other party has not complied with the request as referred to in paragraph 1 within three working days after having received a demand letter to that effect, all its obligations will become immediately due and payable.

9. Intellectual property and know-how

- 9.1. The term 'Software' will hereinafter be understood to mean all computer software and/or operating systems made available by SANTINT that drive the Processing Board (PB) in order to facilitate the correct functions, as well as the related documentation (manual), all of this including any supplied improved and/or new versions. Processing Board (PB) is understood to mean the specific SANTINT dosing and/or shaking and mixing machines for which and with which the Software is provided.
- 9.2. All intellectual property rights on the Software are vested in SANTINT BV. Subject to the provisions in Article 10.12, the other party solely obtains a personal, non-exclusive and nontransferable right of use on the object code of the Software
 - 9.2.1. (i) for use within its own organization, and

- 9.2.2. (ii) on the PB for which and with which the Software is supplied. The use of the Software on a processing unit other than the applicable PB is not permitted unless SANTINT has granted prior written authorization for this. The other party accepts this license. The source code of the Software (including the technical documentation) will not be made available to the other party. The other party acknowledges that the source code of the Software is protected by copyright, is confidential and contains trade secrets of SANTINT. The other party will observe strict secrecy with respect to the Software that is provided to it
- 9.3. SANTINT is permitted to take technical measures to protect the Software for the purpose of introducing limitations in the duration and/or the extent of right of use of the Software. The other party is not permitted to remove or evade such a technical measure.
- 9.4. Authorization keys and passwords that are provided by SANTINT in the context of the use of the Software are personal and may not be communicated to third parties.
- 9.5. The license includes the loading, displaying and implementation of the Software, all in conformity with the associated documentation. The use operations may only be performed by persons who are authorized for this purpose by said authorization keys and are thus legitimate users. The right of use is limited to use (i) for the PB for which and with which the Software is provided, (ii) within the configuration specified in the documentation, and (iii) for the maximum agreed number of authorized legitimate users. The other party acknowledges that prior written permission is required from SANTINT for use beyond these limitations and that additional license fees may be payable.
- 9.6. The other party is only entitled to make a maximum of two copies of the Software, which may only be used in the case of involuntary loss or damage of the Software. The other party will notify SANTINT in writing about the installation of the reserve copy. The copies will be provided with the same marks, specifications with respect to the copyright and other registration numbers as the original version of the Software.
- 9.7. The other party will not modify, translate (including porting), decompile, change, dis-assemble, reverse engineer or imitate the Software or otherwise convert its source code, unless
 - 9.7.1. (i) SANTINT has expressly granted written and prior authorization for this, or
 - 9.7.2. (ii) mandatory provisions expressly and explicitly permit this, provided that the other party complies with such mandatory provisions. At the reasonable request of the other party, SANTINT will provide the other party with the information that it requires to achieve interoperability of the Software with other, independently produced, software. SANTINT may, however, attach conditions to this.
- 9.8. Without the prior written permission of SANTINT, the other party is not permitted to circulate, rent, loan, sell, alienate or otherwise transfer, grant limited rights to, sublicense or lease the Software, in whole or in part. Furthermore, without prior written permission from SANTINT, the other party will not make the Software available to third parties or otherwise disclose it to third parties - in any way or for any purpose whatsoever - nor provide a third party with access to the Software, remote or otherwise, nor accommodate the Software with third parties for hosting or outsourcing purposes, also if the third party in question only uses the Software exclusively on behalf of the other party. SANTINT may attach conditions to any permission granted.
- 9.9. The right of use that the other party is granted commences when the Software is made available to the other party, whether or not via the Internet. Without prejudice to the provisions of Article 13, SANTINT is entitled, without any other notification or proof of default being required, to immediately terminate the license with respect to Software if the other party does not comply or properly or punctually comply with any obligation as referred to in this Article 10. In the above-mentioned case, as well as in the case of a termination of the contract as referred to in Article 13, all rights of use to the Software are nullified and the other party will make a written declaration to SANTINT within eight days that the originals and all copies of the Software are no longer in use and have been returned to SANTINT or have in any case been destroyed.
- 9.10. The other party shall ensure that its employees and/or legitimate users that have knowledge of or access to (part of) the Software made available by SANTINT undertake in writing to comply with the obligation of secrecy imposed on them. The other party itself is also obliged to comply with such an obligation of secrecy.
- 9.11. The obligations with respect to secrecy will continue until after the termination of this or any other contract with SANTINT.

- 9.12. In the event of violation of the provisions of this article by the other party, its employees or legitimate users, the other party is liable to pay a penalty of € 25,000.00 for each violation and each day that the violation continues, regardless of any other rights of SANTINT for performance, rescission, damages, etc.
- 9.13. The other party is entitled to give the legitimate user of the PB the right to use the Software in connection with the PB, in accordance with the provisions of this Article 9. In such a case, the other party is obliged to impose the obligations, which are imposed on it in this Article 9, on the legitimate user, as if the latter was bound to these general terms and conditions. In the event of violation by the other party of the provisions of this Article 9.12, the other party is liable to pay an immediately payable, non-refundable penalty of € 50,000 for each violation and each day that the violation continues, regardless of any other rights of SANTINT for performance, rescission, damages, etc.
10. Complaints / Claims
- 10.1. The other party is obliged to examine the delivered goods, the Software and/or the supplied services for visible defects and deficiencies upon delivery. If the other party finds visible defects or shortcomings, it must immediately, but no later than within two days after delivery, inform the 'Sales' department of SANTINT in writing and with an explanation. The other party must inform the 'Sales' department of SANTINT of defects that are not visible in writing within two working days after discovery, but in any event within twelve months after delivery or within six months, insofar as the defect is related to the Software. A complaint lapses if the defect can be attributed to the other party.
- 10.2. Claims based upon the alleged non-conformity of the delivered goods are time-barred upon the expiry of one year after delivery. Such claims with respect to the Software are time-barred upon the expiry of 3 months after delivery.
- 10.3. After lodging a complaint to SANTINT with respect to a defect or shortcoming in the delivered goods, the other party is obliged to grant SANTINT full cooperation to examine the complaint on its merits.
- 10.4. With due observance of the provisions in Article 10.7, SANTINT guarantees the correct operation of the goods it delivers during a period of one year after delivery. With respect to the Software, SANTINT then guarantees its correct operation for six months after delivery. Inspection work carried out by SANTINT in order to investigate whether a defect is covered by the guarantee is reimbursed by the other party if it appears that such a defect is not covered by the warranty. If it appears that a defect is covered by the guarantee, SANTINT is only obliged to comply with the provisions in Article 10.6. The guarantee obligation described in said Article only applies if the goods and/or Software delivered by SANTINT are used in accordance with the manual. Hours spent on guarantee activities, including travelling time as well as travel and accommodation expenses, are charged at the prevailing rates.
- 10.5. SANTINT will send product information to the other party at its request. SANTINT is not liable for any advice it provides concerning the quality and composition or the operation (if necessary, in combination with other goods) of the goods and services to be provided for projects/problems formulated by the other party.
- 10.6. If the delivered goods do not comply with the contract, SANTINT is only obliged – at its own discretion – to deliver the missing goods or repair (at a location to be determined by SANTINT) or replace the delivered goods, or refund the purchase price in full or in part.
- 10.7. In deviation from the provisions in Articles 10.4 and 10.6, SANTINT is not obliged to comply with these if:
- 10.7.1. the goods have been repaired by the other party or by third parties or an attempt has been made by the other party or third parties to repair the goods, unless SANTINT previously refused to repair the goods for a reasonable price;
- 10.7.2. SANTINT demonstrates that the defect does not become manifest from the abovementioned examination;
- 10.7.3. the other party has not punctually informed SANTINT of the defect with due observance of the provisions in Article 10.1 and/or has not fully complied with the instructions of SANTINT;
- 10.7.4. the other party has used or handled the goods wrongly or not in accordance with the instructions of SANTINT;
- 10.7.5. the damage is the result of causes that cannot be observed by SANTINT that have taken place during transportation or installation;
- 10.7.6. the defects are the result of normal wear and tear;
- 10.7.7. if a PB is or will be used in combination with other programs than the Software.

- 10.8. The provisions set forth in this article are applicable as appropriate to the performance of services.
- 10.9. The other party is obliged to observe the instructions/safety regulations issued by SANTINT and also to do everything necessary to prevent damage being caused by the possession or use of the delivered goods. The other party indemnifies SANTINT from claims by third parties that are associated with the delivered goods, services and/or the Software.
- 10.10. SANTINT will defend itself against claims by third parties (not affiliated with the other party) in respect of an infringement of copyright in connection with the possession or use of the Software by the other party and/or all other intellectual property rights and/or every other claim that is based on the possession of the Software by the other party and/or the documentation is in conflict with the rights of third parties, but only if:
 - 10.10.1. the other party immediately informs SANTINT in writing of such claim;
 - 10.10.2. SANTINT gains overall control of both the defence that will be put forward in respect of such claim as well as of all relevant negotiations, with the condition also applying that the other party will not accept any liability in connection with such claim without the prior written consent of SANTINT;
 - 10.10.3. the other party will provide all documents and information to SANTINT and will provide SANTINT with all assistance that SANTINT can reasonably expect in connection with these claims.
11. **Returns**
 - 11.1. All goods purchased via santintdirect.com can be returned to Santint Europe bv after purchase if the buyer meets the following requirements
 - 11.1.1. The buyer files a complaint within 48 hours after arrival.
 - 11.1.2. All goods must be returned in original packaging latest 5 working days after arrival.
 - 11.1.3. All goods are handled properly and used according to the specification, supplied by SANTINT
 - 11.1.4. The buyer meets all requirements and specifications according to chapter 10; Complaints/ Claims.
12. **Figures, measurements, weights and further particulars**
 - 12.1. Slight deviations in measurements, weights, figures, colors, and other particulars are permitted.
13. **Release**
 - 13.1. If the other party does not, not timely, or not properly fulfil any obligation under the contract, and also in the event the other party is declared bankrupt, is granted an official moratorium, or is placed in a legal guardianship, or its business ceases operations or is liquidated, SANTINT is entitled, at its discretion, without any obligation to pay damages and without prejudice to any other rights it may have, to rescind the contract in whole or in part, or to suspend the performance (or further performance) of the contract. In those instances SANTINT will moreover be entitled to demand immediate payment of all amounts owed to it.
 - 13.2. If proper performance by SANTINT is impossible in whole or in part, either temporarily or permanently, as a result to one or more circumstances for which SANTINT cannot be held responsible, including those set forth in the following paragraph, SANTINT is entitled to rescind the contract, or suspend the (further) implementation of the contract and SANTINT is entitled to redistribute the production capacity among its customers at its discretion without being held responsible for compensation of damages.
 - 13.3. Circumstances for which SANTINT cannot in any case be held responsible are: - conduct, with the exception of intent or gross negligence, of persons that SANTINT makes use of during the performance of the contract; - exercise of one or more rights by a third party against the other party in respect of a failure to fulfil a contract concluded between the other party and that third party with respect to the goods delivered by SANTINT; - strikes, lockouts, disease, import, export and/or transit prohibitions, transportation problems, non-compliance of the obligations by suppliers, disruptions in production, natural and/or nuclear disasters and war and/or threat of war, fire, flood and government intervention.
 - 13.4. If the other party, after SANTINT has given it seven days notice, does not cooperate in respect of the delivery, SANTINT is entitled to terminate the contract with immediate effect.
14. **Liability**

- 14.1. The liability of SANTINT is limited to the obligation as described in Article 11. SANTINT accepts no liability for damages resulting from an attributable shortcoming, unlawful act or that can be based on any other legal grounds.
- 14.2. SANTINT is not liable for consequential damages, also including loss of profits, damage due to stagnation of business operations and/or loss of profit by the other party.
- 14.3. SANTINT will not refer to a limitation of its liability if the damage is a consequence of its intent or gross negligence, or of the intent or gross negligence of persons under the control of SANTINT belonging to its management.

- 14.4. SANTINT is entitled to assert all available legal and contractual means of defence in defending against its own liability to the other party, as well as against the liability of persons under its control and persons that are not under its control for whose conduct it may be (vicariously) liable by law.
 - 14.5. The provisions contained in this article do not affect SAHNTINT's liability under mandatory law.
 - 14.6. Without prejudice to Article 10.10, the other party will indemnify SANTINT against claims from third parties in connection with goods supplied and to be supplied and/or services performed / to be performed.
15. The performance of services
- 15.1. If SANTINT must perform services in connection with the contract, it will exercise due care and consideration.
 - 15.2. In the event of an attributable shortcoming in connection with or arising from the services performed or to be performed, SANTINT will perform these services (again) or at its discretion refund the amount received in this connection in full or in part. The provisions set forth in Article 14 are applicable as appropriate.
16. Applicable law
- 16.1. Dutch law is applicable to all legal relationships between SANTINT and the other party.
 - 16.2. All disputes between SANTINT and the other party will be adjudicated exclusively by the competent court in The Hague. SANTINT reserves the right, as plaintiff or petitioning party, to elect the competent court at the other party's domicile or place of business.