

General terms and conditions of sale of apt Extrusions B.V.

I Conclusion and content of a contract

- I.I These general terms and conditions of sale (the 'general conditions') apply to all offers, invitations to treat, and contracts of apt Extrusions B.V. ('apt Extrusions') however they are described, and all obligations arising therefrom.
- I.II Stipulations or agreements deviating from these general conditions are only effective if confirmed by apt Extrusions in writing.
- I.III Any general terms and conditions used by the Buyer are not applicable and are hereby expressly rejected.
- I.IV In the event that an order is placed by the Buyer without a prior offer from apt Extrusions, there will be no contract until either apt Extrusions confirms the order in writing within eight days of receipt or actually executes it. If the contract is in writing, it will come into effect on the day on which the contract is signed by apt Extrusions.
- I.V Oral promises by and contracts with subordinates of apt Extrusions shall not bind apt Extrusions until and insofar as they have been confirmed in writing by a legally valid representative of apt Extrusions B.V..
- I.VI Acceptance of the delivery shall in any event be deemed to constitute acceptance of these general conditions and confirmation of the order. Additional agreed terms require the written approval of apt Extrusions. Orally agreed additional terms are not legally valid. A temporary use does not constitute customary law or a change to the contract.
- I.VII apt Extrusions B.V. is not obliged to supply goods sold for export to the domestic market, or to ship goods sold to the domestic market to foreign countries. apt Extrusions B.V. has the right to demand an export certificate.

II Agreement on the quality of goods

- II.I The specified information in our offer and in the order confirmation form the basis of all orders placed for the production and delivery of a particular item.
- II.II On the basis of the Buyer's order, apt Extrusions will also draw up a profile drawing, in which the specifications to be observed and the agreed dimensions and tolerances are indicated. This profile drawing will be sent to the Buyer together with an accompanying form and must be countersigned.
- II.III In all cases, the profile drawing data for the manufacture of the tool and thus for the contractually agreed specification of the item to be delivered are decisive.
- II.IV Changes to this specification will only be considered as agreed when a new profile drawing has been drawn up and countersigned and a modified order confirmation has been sent.
- II.V In addition, the DIN standards specified in the order confirmation and the profile drawing apply as agreed.
- II.VI A Buyer's order is based on a certain weight of the raw material of a certain quality. However, for physical reasons, the volume of the material at a constant weight may vary, so that the quantity of specimens to be produced from the agreed material may also vary within certain limits.

III Prices; price adjustment; tools

- III.I Unless otherwise agreed, the prices indicated by apt Extrusions are exclusive of VAT and costs for transport to a location other than the place of manufacture, but include packaging suitable for transport that is customary in the market, which is produced according to the guidelines of apt Extrusions. The metal quotations on the London Metal Exchange (LME) are part of the calculation of the price.
- III.II If the period between the price agreement and delivery exceeds six weeks, apt Extrusions shall reserve the right, in the event that the purchase costs for raw materials are changed, to adjust the price accordingly until the agreed delivery date.
- III.III apt Extrusions shall also be entitled to implement an appropriate price increase if, after the conclusion of the contract, changes occur in respect of auxiliary materials, wages, salaries, freights or public taxes or levies or cost-increasing government measures.
- III.IV On the basis of the reimbursement of part of the costs for the tool, the Buyer does not acquire any rights to the tool. This remains the property of apt Extrusions and should be available for a maximum period of 5 years after its last use.

IV Transfer of risk and ownership

- IV.I The risk shall pass to the Buyer when the goods leave the factory of apt Extrusions or when the Buyer is informed at the contractually agreed time that the goods are ready for collection. Ownership shall not be transferred until full payment has been made in accordance with the article.
- IV.II The Buyer must immediately provide the cooperation necessary for the performance of the services of apt Extrusions and desired by apt Extrusions B.V., explicitly including the obligation to take delivery of the purchased goods.
- IV.III Purchase shall be deemed to have been refused if goods ordered have been offered to the Buyer for delivery but delivery has proved impossible or if the Buyer has refused to accept the goods. As a result, the Buyer is immediately in default without further notice of default being required, as a result of which, among other things, the risk of destruction and damage is transferred to the Buyer.
- IV.IV The costs resulting from the refusal to take delivery shall be at the expense and risk of the Buyer, without prejudice to the other rights of apt Extrusions in respect of this breach on the part of the Buyer. The said costs expressly include a reasonable compensation for storage, related to the usual rates on site, as well as, if deemed appropriate, insurance costs.
- IV.V apt Extrusions B.V. shall only be liable for transport loss that falls under its own responsibility if it is provided with a report in accordance with the instructions and loss is attributable to the transport carried out on its behalf. If the goods are taken back for reasons for which apt Extrusions B.V. is not responsible, the Buyer shall bear all risks up to the moment of receipt by us.

V Warranty; inspection of goods; complaints;

- V.I The warranty period is two years from the date of delivery of the goods in question.

- V.II The Buyer must check the delivered goods for any defects immediately after delivery and report the defect to apt Extrusions B.V. by registered letter immediately upon discovery, but at the latest within a period of 14 days after delivery, failing which it will lose all its rights and remedies. If desired, the Buyer can check at the location of apt Extrusions, at its own expense, whether the specification of the goods complies with the agreed terms. However, this right shall not limit the obligation to take delivery of the goods within the prescribed period.
- V.III Hidden defects and/or explicit deviation from contractual specifications must be notified in writing by the Buyer within three months after the day on which the defects have been discovered or ought reasonably to have been discovered.
- V.IV The fully or partially processed goods shall be deemed to have been approved after the expiry of the said period of 14 days or in the event of the cases referred to in article 5.3, and the liability of apt Extrusions in this respect thereby and therefore completely lapses, unless the defect can first be established by or during processing.
- V.V Acceptance by the Buyer shall, in accordance with the foregoing, exclude any claim by the Buyer in respect of a breach of performance by apt Extrusions.
- V.VI Minor deviations and differences and/or those usual in the industry in terms of quality, colour, size, etc. cannot constitute grounds for complaints.
- V.VII If the aforesaid period has expired without complaint(s) about any defects that have been or could have been detected, having been submitted to apt Extrusions in writing and received by apt Extrusions, the goods shall be deemed to have been accepted and the Buyer shall have waived all rights and powers vested in it under the law and the contract.
- V.VIII If the complaint is well-founded, apt Extrusions will subsequently comply with the conditions free of charge and carriage paid in a permitted form, in a manner of its choice. apt Extrusions shall only be deemed to have failed to subsequently comply with the contract terms and to fulfil its obligations after two unsuccessful attempts at a remedy have been made.
- V.IX Subsequent work or costs incurred by the Buyer, such as post-processing, wages, sorting and storage costs, shall under no circumstances be eligible for reimbursement. The delivery of new goods may be made subject to the earlier return, at the expense of apt Extrusions, of the goods complained about.
- V.X No rights can be derived from faulty partial deliveries. No rights can be derived with regard to subsequent deliveries due to defects that are known or should have been known to the Buyer at the time of shipment on the basis of partial deliveries already received and of which apt Extrusions, contrary to the required duty of care, was not informed within an appropriate period of time.
- V.XI Whilst the Buyer remains in default with regard to not insignificant obligations, apt Extrusions may refuse to repair defects or to make replacement deliveries.
- V.XII If apt Extrusions replaces parts/goods in fulfilment of its warranty obligations, the replaced goods or parts shall become its property.
- V.XIII The alleged failure by apt Extrusions to comply with its guarantee obligations shall not release the Buyer from its obligations arising from any contract with apt Extrusions nor shall it entitle the Buyer to make use of any right of suspension.
- V.XIV Complaints about invoices must be submitted in writing within eight days of the date of dispatch of the invoices.
- V.XV Submitting a complaint does not release the Buyer from its payment obligations to apt Extrusions.
- V.XVI No rights can be derived from the way in which samples or models have been carried out. Nor to catalogues, photos, images, etc.
- VI Delivery, purchase and call-off periods**
- VI.I Delivery deadlines apply to the time of transport ex works.
- VI.II An appropriate extension period shall be provided if the Buyer fails to fulfil its obligations, or if the transactions under the contract are delayed as a result of unforeseen events, or events for which apt Extrusions is not liable, in our factory, at a supplier, a transport company or at another location. apt Extrusions reserves the right to deliver raw metal itself.
- VI.III Stated delivery times are not deadlines, but are indicative. If the stated term is exceeded, apt Extrusions shall only be in default after written notice of default has been served.
- VI.IV The delivery time is based on the circumstances applicable at the time the contract was concluded and on the timely delivery of the goods delivered to apt Extrusions. If, through no fault of apt Extrusions, a delay occurs as a result of a change of circumstances, untimely delivery of ordered goods and failure by the Buyer to comply with any obligation arising from the contract or cooperation to be required from it regarding the performance, the delivery time shall, insofar as necessary, be extended by the time of delay.
- VI.V Exceeding the delivery time does not give the Buyer the right to terminate all or any part of the contract, except in case of gross negligence or intent on the part of apt Extrusions.
- VI.VI Claims for compensation for breach of obligation or delay are excluded to this extent. If the hindrance lasts longer than one month or if apt Extrusions or its suppliers are closed down, or in a situation of force majeure, apt Extrusions has the right to withdraw from the contract.
- VI.VII Insofar as this is not explicitly excluded, apt Extrusions shall be entitled to make partial deliveries, if these are not unreasonable for the Buyer. Calls and specifications for individual part-deliveries should, where possible, be made in even periods and quantities, and on time, so that it is possible to produce and deliver the goods in accordance with the rules and within the contractually agreed deadlines.
- VI.VIII If, despite written reminders, there are no calls and specifications as contractually agreed or at consecutive call times, apt Extrusions shall be entitled to determine the quantities and times of partial deliveries within an appropriate period of time after the expiry of three months, whereby statutory compensation and cancellation rights shall remain in full force.
- VI.IX The goods are deemed to have been delivered at the time of delivery or - if an inspection pursuant to Article 4 has been agreed - after acceptance by the Buyer.
- VI.X In case of insignificant defects, in particular those that do not or hardly affect the intended use of the goods, the goods shall be deemed to have been accepted regardless

of these defects. apt Extrusions shall remedy such defects soon as possible.

VII Infringement of third-party rights

- VII.I If an order has to be executed according to designs, drawings, samples or other instructions of the Buyer, the Buyer guarantees that this does not infringe any intellectual or industrial property rights or other third-party rights.
- VII.II If deliveries are made on the basis of drawings, samples or other information provided by the Buyer and this infringes any patent, trademark, design or other third-party rights, the Buyer shall be liable to apt Extrusions B.V. for any damage and loss of profit arising as a result. apt Extrusions B.V. shall not be obliged to check whether any rights of indemnity of third parties are involved.
- VII.III The Buyer indemnifies apt Extrusions B.V. against all third-party claims due to infringement of their intellectual or industrial property rights or other rights, whether or not these are claims for damages.

VIII Liability

- VIII.I The liability of apt Extrusions shall in principle be limited to the fulfilment of the guarantee obligations described in article 5, with due observance of the following. However, in the event of breach of contractual guarantees, the scope of liability shall be limited to compensation for the foreseeable loss typical of the contract.
- VIII.II Except in the case of intent or gross negligence on the part of apt Extrusions, any liability of apt Extrusions for direct or indirect loss shall be excluded, which, being a non-exhaustive list, shall include: commercial loss, as well as loss resulting from a liability to any third party.
- VIII.III apt Extrusions is not liable for: infringement of patents, licences and/or other third-party rights as a result of the use of data provided by or on behalf of the Buyer; or for damage or loss, for whatever reason, of raw materials, semi-finished products, models, tools, etc. made available by the Buyer.
- VIII.IV The Buyer must indemnify and compensate apt Extrusions in respect of all third-party claims for compensation for loss, for which the liability of apt Extrusions in this contract in relation to the Buyer is excluded.

IX Retention of title

- IX.I Ownership of the delivered goods shall only pass to the Buyer when all amounts owed by the Buyer to apt Extrusions on account of deliveries or work, including interest and costs, have been paid in full to apt Extrusions.
- IX.II Until full payment has been made, the Buyer is not authorised to give the goods or the replacement goods, as stipulated below, to third parties in use, to rent them out, to pledge them, to transfer ownership or to dispose of or encumber them in any other way. Within the framework of its normal business operations, the Buyer is entitled to sell and deliver the goods to third parties in accordance with their purpose.
- IX.III apt Extrusions shall be authorised to take possession of the goods delivered under retention of title if the Buyer fails to perform its obligations to apt Extrusions in full and/or in a timely manner, or if there is a well-founded fear that the Buyer will not be able to fulfil such obligations in full and/or in a timely manner. The Buyer hereby irrevocably and

unconditionally authorises apt Extrusions to enter its premises and buildings for this purpose.

- IX.IV The Buyer must properly insure the goods, in any case against risks of theft, damage and destruction. The Buyer is not permitted to pledge any claims against its insurer under insurance cover, as referred to in this paragraph, to third parties or to use them as security (in the broadest sense of the word) for third parties. Compensation for damage and loss of the goods referred to in this article shall take the place of the goods in question. At apt Extrusions' first request, the Buyer shall provide all assistance required by apt Extrusions to ensure that such payments are made to apt Extrusions or to establish security - including in the form of a pledge - for its benefit on such payments.
- IX.V In the event that the goods are in connection with other goods or are processed - whereby the processing is in all cases carried out for apt Extrusions - the Buyer shall provide apt Extrusions with adequate security in the form of a pledge on the processed or reprocessed goods. If and insofar as the value thereof is less than the delivered goods, then apt Extrusions shall be provided with the same pledge on other goods of the Buyer for the difference.
- IX.VI If the rights of apt Extrusions are infringed by third parties, e.g. by pledging, the Buyer must inform apt Extrusions of this immediately. In doing so, it shall bear all costs incurred by apt Extrusions as a result of the information.
- IX.VII The Buyer pre-assigns to apt Extrusions the claims against third parties arising from the sale of goods delivered (processed or reprocessed). At apt Extrusions' first request, in the event of default of payment, the Buyer must provide information about the assignment to third parties and provide apt Extrusions with the documents required to claim its rights against a third party and with the necessary information. Until revocation, the Buyer shall be entitled and obliged to enforce the claims assigned to apt Extrusions. This power of enforcement shall also lapse without explicit revocation if the Buyer ceases to make payments.
- IX.VIII The securities to which apt Extrusions is entitled only serve to cover the claims of apt Extrusions. If the value of the securities to which apt Extrusions is entitled exceeds 25% of the receivables, apt Extrusions must, if the Buyer so requests, release the securities exceeding this amount at its own discretion.
- IX.IX If the Buyer does not pay at the moment the amount becomes due and payable, apt Extrusions shall have the right, after setting an appropriate deadline, to terminate the contract, to assert assigned claims or to demand the return of the delivered or pledged goods and to obtain this from the Buyer at all times. The Buyer also expressly authorises apt Extrusions to enter its storage facilities with a view to collecting these goods. The Buyer will then no longer be entitled to possession of the goods.
- IX.X The Buyer must reimburse apt Extrusions for all costs incurred as a result of repossessing the segregated assets, as well as any additional loss.

X Terms of payment, compensation

- X.I Insofar as no differing payment arrangements have been made, the invoices of apt Extrusions are immediately due and payable within 30 days without deduction.

- X.II Settlement, deduction, discount or suspension of the payment obligation shall not be permitted, unless apt Extrusions has unconditionally and unequivocally acknowledged the counterclaim in writing.
- X.III Payment must be made in euros at the address or into an account to be designated by apt Extrusions in the Netherlands, unless the Buyer has received written instruction to make the payment in another currency.
- X.IV By exceeding the payment term stipulated by apt Extrusions, the Buyer shall be in default by operation of law and Extrusions shall be entitled, without any notice of default being required, to charge the Buyer interest of 1% per month from the due date of the invoice, without prejudice to any further rights to which apt Extrusions is entitled.
- X.V All judicial and extrajudicial costs to be incurred by apt Extrusions in order to fulfil the Buyer's obligation shall be borne by the Buyer. These costs are at least set at 15% of the amount owed, without prejudice to the right of apt Extrusion to claim any higher actual loss.
- X.VI If apt Extrusions demands compensation from a Buyer due to any breach of obligations, apt Extrusions shall be entitled to claim 10% of the compensation that it would have received in the performance of the contract, instead of the loss actually incurred, without needing to prove loss.
- X.VII The Buyer may prove that no loss or loss of a considerably smaller extent has occurred.
- X.VIII apt Extrusions reserves the right to demand a written credit or any other sound form of (payment) guarantee or, also in the case of outstanding invoices, security from the Buyer, at its sole discretion.
- X.IX Bills of exchange will only be accepted in accordance with previous contracts and for the purpose of extinguishing the debt, and subject to the possibility of discounting.
- X.X If payment is made in bills of exchange, cheques or other transfer papers, the Buyer shall bear the costs of discounting and collection, unless expressly agreed otherwise.
- X.XI If the Buyer is more than two months in arrears with regard to a substantial part of sums owed to apt Extrusions, all outstanding claims of apt Extrusions shall be immediately due and payable in cash, disregarding the bills of exchange received.
- X.XII The Buyer may no longer sell the goods that are the exclusive property of apt Extrusions and must hand them over to apt Extrusions on demand. Third-party property rights are not affected by this issue. The Buyer shall take cash payments in respect of claims assigned to apt Extrusions in separate custody and pass them on to apt Extrusions without delay or transfer to apt Extrusions the proportionate amounts from post office cheque and bank balances.
- XI Suspension and termination**
- XI.I In the event that the performance of the contract is prevented as a result of force majeure, apt Extrusions shall be entitled to either suspend the performance of the contract for a maximum of 6 months or to terminate the contract in whole or in part without judicial intervention, without being obliged to pay any compensation. During the suspension apt Extrusions shall be authorised and at the end of the suspension it shall be obliged to perform or to terminate the contract in whole or in part.
- XI.II In the event of suspension and termination by virtue of paragraph 1, apt Extrusions is entitled to demand immediate payment for the raw materials, materials, parts and other items reserved, processed and manufactured by it for the performance of the contract, for their reasonable value. In the event of dissolution by virtue of paragraph 1, the Buyer shall be obliged to take possession of the goods after payment of the aforesaid compensation, failing which apt Extrusions shall be authorised to store or sell these goods at the Buyer's expense and risk.
- XI.III For the purposes of this article 'force majeure' means circumstances that prevent the fulfilment of the obligation of apt Extrusions, in whole or in part, that cannot be attributed to apt Extrusions. This shall include strikes, fire and other disruptions in the operation of apt Extrusions as well as any impeding circumstance that is not exclusively dependent on the will of apt Extrusions, such as non-delivery or late delivery of goods or services ordered on time and correctly.
- XI.IV In the event that the Buyer fails to comply with its obligations under the contract properly, on time, or at all, or if there is a well-founded fear that the Buyer is or will be unable to fulfil any obligation arising under the contract, or in the event of (an application for) bankruptcy, (an application for) a moratorium, the Buyer being placed under guardianship, or the closure, dissolution or liquidation of its company or a corresponding measure under foreign law, the Buyer shall be immediately in default by operation of law and apt Extrusions shall be entitled to choose, at its own discretion, without any obligation to pay damages and without prejudice to any other rights to which it is entitled, to terminate the contract in whole or in part or to suspend its (further) performance without any notice of default or court order being required. In such cases apt Extrusions is also entitled to demand immediate payment of what it is due.
- XI.V Under the same conditions apt Extrusions shall at all times have the right to inspect the Buyer's warehouse, to remove the goods belonging to apt Extrusions or pledged goods by means of execution of a court order, subject to deduction of the user fee and to secure them at the Buyer's expense in a manner that seems appropriate to apt Extrusions and to prohibit their resale.
- XI.VI In addition, in such cases apt Extrusions shall be entitled to make the best use of the goods whilst safeguarding its interests, without having to observe the regulations concerning the use of pledged goods.
- XI.VII In addition, in such cases apt Extrusions shall be entitled to make the best use of the goods whilst safeguarding its interests, without having to observe the regulations concerning the use of pledged goods.
- XI.VIII In the event of suspension by virtue of paragraph 4, the agreed price shall become immediately due and payable, after deduction of the instalments already paid and of the costs saved by apt Extrusions as a result of the suspension, and apt Extrusions shall be authorised to have the raw materials, materials, parts and other items it has reserved for processing and manufactured in performance of the contract stored at the expense and risk of the Buyer. In the event of dissolution by virtue of paragraph 4, the agreed price - if no prior suspension has taken place - shall become immediately due and payable, after deduction of the instalments already paid and of the costs saved by apt Extrusions B.V. as a result of the dissolution, and the Buyer

shall be obliged to pay the aforesaid amount and to take possession of the goods included therein, failing which apt Extrusions B.V. shall be entitled to have these goods stored or sold at the Buyer's expense and risk.

XII General

- XII.I The Buyer shall not be entitled to transfer any of the rights and obligations arising from contracts to which these general conditions apply to third parties without the prior written consent of apt Extrusions.
- XII.II Article headings in the contract concluded between the parties and these general conditions are included for reference purposes only and shall in no way determine, limit or extend the content or interpretation of these terms and conditions. They do not form part of these general conditions for any purpose whatsoever.
- XII.III If any provisions of these general conditions should prove to be void or voidable, the other provisions of these general conditions will remain in full force and the parties will consult with each other regarding the void or voidable provision on the best way to implement the purport of the provision in question.
- XII.IV Any dispute arising from or as a result of any offer issued by apt Extrusions and/or contracts entered into with apt Extrusions shall in the first instance be decided exclusively by the Court of Roermond, subject to the jurisdiction of the subdistrict court.
- XII.V Any dispute between the parties concerning intellectual property rights shall in the first instance be decided exclusively by the Court of The Hague, subject to the jurisdiction of the subdistrict court.
- XII.VI All offers, invitations to treat, these general conditions, contracts and all obligations arising therefrom are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention 1980 - and any other international sales treaties - is excluded.