TERMS & CONDITIONS

1. DEFINITIONS

1.1 Unless the context otherwise requires, the following definitions shall apply to these terms and conditions:

"Company" means Ultralon Foam Europe B.V. or any other company in the Skellerup Group that supplies goods to the Buyer in accordance with these terms and conditions.

"Buyer" means the purchaser of the goods from the Company shown on the front of this form or on any order.

"Default rate" means the base lending rate charged by the Company's bank plus a margin of 5 per cent per annum.

"Goods" means those goods supplied to the Buyer.

"Services" means any services provided to the Buyer in connection with the goods.

"Incoterms 2010" means the International Rules for Interpretation of Trade Terms produced by the International Chamber of Commerce which came into force on 1 January 2011, and as amended from time to time.

2. SUPPLY

2.1 The goods will be supplied to the Buyer on these terms and conditions unless the Company agrees in writing to change them. Receipt of an order will be deemed to be acceptance of these terms and conditions by the Buyer.

2.2 The Company will not be bound by any conditions included in the Buyer's order unless it accepts them in writing.

3. PRICE

3.1 The price for the goods shall be the price agreed between the Company and the Buyer at the date of the order or if no such agreement is made then the current wholesale price charged by the Company at the date of delivery. The price does not include charges for freight, taxes, insurance or duties unless otherwise agreed between the Company and the Buyer.

3.2 Any price agreed between the Company and the Buyer at the date of the order may be varied if wages, salaries, cost of materials, freight rates, taxes, government charges, insurance rates, duty and or exchange rates are increased between the date of the order and the date of delivery.

3.3 Quotations are subject to acceptance within thirty (30) days after which they shall lapse.

4. PAYMENT

4.1 The Buyer shall pay for the goods in full by the date of Dispatch of the Goods to you. If you have a credit account with us, Payment shall be made in full by the 30th day of the month following the date of the invoice, unless separate agreement has been made in writing.

4.2 Payment by cheque, bill of exchange or other negotiable instrument will not be considered as payment until actually paid or honoured.

4.3 The Buyer shall pay the price in full (including where any amount is in dispute) and shall have no right to set off against the price any claims which the Buyer might have against the Company.

4.4 The price shall become immediately payable regardless of the terms of payment and the Company may take immediate action to recover the price including any legal or collecting costs if the Buyer is in default under this Agreement, commits an act of bankruptcy or goes into liquidation or receivership or enters into a creditors composition or has its credit standing impaired in any other way.

5. DELIVERY

5.1 For goods being delivered to the Netherlands based buyers, delivery shall be made to the Buyer when goods are delivered unless agreed otherwise between the parties.

5.2 For goods being delivered to buyers based outside of the Netherlands, unless agreed otherwise between the parties, good will be supplied to the Buyer DAP (Incoterms 2010). Delivery will occur at the final destination and the relevant provisions of Incoterms will apply accordingly, subject to these terms and conditions.

5.3 The Company will use reasonable endeavours to see that deliveries are maintained according to schedule but any period or dates quoted for delivery are to be regarded as approximate only.

5.4 Goods may be delivered in instalments and each delivery shall be regarded as a separate contract.

5.5 The Company may stop future deliveries until the Buyer has paid for all previous deliveries.

5.6 If the Company is unable to deliver the goods because of any cause beyond its control it may suspend delivery or cancel the Buyer's order without incurring any liability for loss or damage suffered by the Buyer. The Buyer shall not cancel or refuse delivery of any suspended order.

6. SERVICES

6.1 To the extent that the Company provides any services to the Buyer:

a. The price for the services shall be the price agreed between the Company and the Buyer at the date of the order, and any price agreed between the Company and the Buyer at the date of the order may be varied if wages, salaries, cost of materials, taxes, government charges or insurance rates are increased between the date of the order and the date the services are provided;

b. Payment for services shall be made in accordance with clause 4;

c. The Company will use reasonable endeavours to see that those services are provided to the Buyer by the time agreed by the parties, or if no time for provision of the services is agreed by the parties, within a reasonable time of the date of order; and

d. Those services will be provided with due care and skill, but the Company will not be liable to the Buyer for any loss or damage to the goods or the

e. Buyer's other property in connection with the services (including where the Buyer's property is in the Company's possession).

7. RISK

7.1 The risk in the goods shall pass to the Buyer upon delivery, as defined under either clause 5.1 or 5.2, even though ownership of the goods may not have passed to the Buyer.

8. IMPORT AND EXPORT LICENCES

8.1 Where an import licence, a foreign exchange control authorisation or similar authorisation is required, the Buyer shall use best endeavours to obtain that licence or authorisation sufficiently prior to the expected date of import. Subject to clause 9.2, if the requisite licence or authorisation cannot be obtained in time to effect timely delivery or within a reasonable time subsequent, the particular contract to deliver goods shall be voidable at the Company's option by giving notice to the Buyer. The Company may in addition postpone or delay performance of its obligations pending the obtaining of any such licence or authorisation.

8.2 The Buyer shall immediately notify the Company of the grant or any absolute or qualified refusal to grant a requisite import licence, or authorisation, or both.

9. DESCRIPTION

9.1 The Buyer shall rely upon its own judgement as to the nature, quality and condition of the goods and their suitability for any purpose and not upon any representation made by the Company. Any description

of the goods given by the Company shall not constitute a sale by description.

9.2 An inspection by the Buyer of a sample of the goods shall not constitute a sale by sample.

10. DAMAGE OR LOST IN TRANSIT

10.1 The Company will arrange the freight of the goods if requested by the Buyer in which case the Company shall insure the goods and charge the cost of the freight and the insurance to the Buyer.

10.2 If the goods are damaged, lost or destroyed in transit the Buyer shall make a claim against the insurer and in doing so shall comply with the insurer's requirements with regard to the claim.

11. CANCELLATION

11.1 The Buyer shall not be entitled to cancel any order or any part of an order without the written consent of the Company and then only if it agrees to reimburse the Company for all costs (including the costs of reallocating labour and materials and tooling costs) directly or indirectly incurred by the Company to the date of cancellation.

11.2 The Company shall be entitled to cancel any order if the Buyer being a company or body corporate shall go into liquidation or receivership or being a person shall become bankrupt, or if the Company or the Buyer is refused any requisite export or import permits in respect of the goods, or if the Buyer is in default of any payment obligation to the Company in respect of any previous order.

12. ENFORCEABILITY

12.1 Each provision of these terms and conditions is severable in whole or in part and if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable portion shall be affected, and the remainder shall remain in full force and effect.

13. INDUSTRIAL PROPERTY RIGHTS

13.1 Notwithstanding the Company's right to charge a fee for development costs, and unless there is an express written term to the contrary, the property in all designs, sketches, formulations and specifications and all dies, tools and other manufacturing items shall be and remain that of the Company.

14. PRIVACY ACT

14.1 The Buyer agrees that the Company may obtain information about the Buyer and the Buyer consents to any person providing the Company with such information. The Company may also collect personal information of individuals associated with the Buyer, which shall be collected and held by the Company in accordance with its privacy policy found at www.udek.com/eu and may be accessed by those individuals in accordance with such policy.

14.2 The Buyer agrees that the Company may use any information it has about the Buyer relating to the Buyer's credit worthiness and may give that information to any other person including any credit or debt collection agency for credit assessment and debt collection purposes.

14.3 The Buyer must notify the Company of any change in circumstances that may affect the accuracy of information provided by the Buyer to the Company.

15. GOVERNING LAW & JURISDICTION

15.1 This Agreement and any non contractual obligations arising out of it are governed by Dutch law. All disputes shall be submitted exclusively to the competent court of Limburg "Rechtbank Limburg", location Roermond, the Netherlands.

PRIVACY POLICY

Ultralon Foam Europe B.V. ("Ultralon', "we" or "us") has adopted this Privacy Policy to ensure that we handle personal information in accordance with the EU General Data Protection Regulation ("GDPR") when processing personal data. This Privacy Policy sets out the types of information that we gather, how it is used and protected, and how you can contact us in relation to your personal information.

THE PERSONAL INFORMATION WE COLLECT

Ultralon Foam Europe B.V. will collect personal information when it is necessary for one or more of our business functions or activities. We collect this information from you directly, including when you use our websites, in application forms, in orders, and in any other way.

The information we collect from you may include:

- Your name, address, and contact details;
- A record of any queries you have made;
- A record of transactions.

COOKIES

We use cookies, and similar technology, on our websites to collect information about your browser and your activities on our website as well as information about your device. Cookies are files placed on your device which we use to analyse how people use our websites and help us improve our website, including by using analytical tools.

You can change your settings so your device does not accept cookies. If you do that you may not be able to use all the functionality on our website.

OUR USE OF PERSONAL INFORMATION

We use the personal information collected from you for the following purposes:

- To approve orders you wish to make, fulfil those orders and contact you about orders;
- To confirm your identity;
- To provide you with information you have requested;
- To follow up or pursue any queries you make; and
- For staff training purposes.

We will only contact you by email or text message with marketing material where you have provided your express opt-in consent to receiving marketing messages.

STORAGE AND RETENTION

Ultralon Foam Europe B.V. is dedicated to keeping personal information secure. We will take all reasonable steps to ensure that the personal information provided by you is protected from misuse and loss, and from unauthorised access, modification, or disclosure. Once your personal information is no longer needed for the purpose it was collected, we will take all reasonable steps to delete or destroy it.

ACCESS, CORRECTION OR DELETION OF YOUR PERSONAL INFORMATION

You have rights of access to, correction and deletion of personal information that Ultralon Foam Europe B.V. holds. You may correct, change, or delete the information collected at any time and as often as necessary. To access, correct, change or delete your personal information, contact us by emailing sales.eu@ultralonfoam.com

DISCLOSURE OF PERSONAL INFORMATION

Ultralon Foam Europe B.V. does not sell, rent, or otherwise make available any personal information to third parties. However, for the purpose of providing services to you, personal information may, as required, be transferred to or handled by:

- Our associated companies;
- Credit reference agencies or other credit providers; and
- Government or statutory authorities.

CHANGES TO PRIVACY POLICY

We may update this Privacy Policy from time to time, and if we do, we will post the updated policy on our website. The date it was last updated is set out above. If you do not accept the contents of this Privacy Policy, please do not provide us with your personal information.