

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

## ARTICLE 1. APPLICABILITY

1. Any legal relationship between us and the other party is governed exclusively by these terms and conditions.
2. Any deviating terms and conditions applied by the other party will only apply to us if and to the extent that we have declared in writing that we agree to them.
3. Incidentally, deviations from these terms and conditions must be expressly agreed with us in writing.
4. If we agree in writing to the applicability of deviating terms and conditions, the present terms and conditions will remain otherwise in force, even though this is not expressly stated.
5. The other party cannot derive rights for the future from any agreed deviations from these terms and conditions.
6. The Dutch text of these terms and conditions is always decisive and prevails in case of contradiction with any of the translations thereof.

## ARTICLE 2. OFFERS

1. All of our offers are without obligation, unless expressly stated otherwise.
2. All price lists, brochures and other information provided for or with an offer will be as accurate as possible. These will only be binding for us if this is expressly confirmed by us in writing. No details need to be provided.
3. All of our offers with any corresponding drawings and/or annexes will remain our property and may at all times be reclaimed by us.
4. We are entitled to claim compensation for all costs incurred by us in connection with the offer made.

## ARTICLE 3. AGREEMENTS

1. Agreements are only established by means of a written acceptance/confirmation of an order on our part or, if this date is earlier, from the time at which we started executing the order.
2. Any additional agreements or changes made later, as well as agreements and/or promises made by our staff or made on behalf of us by our salespeople, officers, representatives or other intermediaries and/or resellers, are only binding for us if we confirm them in writing.
3. The confirmation of the order will be deemed to represent the agreement correctly and fully.
4. If our offer states that delivery will be made from stock, we will be obliged to comply with the agreement only to the extent that the items to be delivered are available from stock.

## ARTICLE 4. CANCELLATIONS

1. Cancellation is not possible if tailor-made solutions have already been produced. In all other cases, cancellation is only possible within 14 days after delivery. After this term, the right to cancel lapses.
2. If the other party, after the order has been placed and accepted, wishes to cancel this order in accordance with the provisions of paragraph 1 of this Article, we will be free to oblige the other party either to fully comply with the agreement, or to accept the cancellation of the order subject to the condition that the other party pay us a fixed compensation equal to 50% of the amount of the order, within a term to be set by us.
3. The arrangement included in the previous paragraphs will also apply in case the other party refuses to accept delivery of a shipment of ordered goods. In that case, the other party will also be charged the possible (extra) transport costs and other costs.

## ARTICLE 5. PRICES

1. Unless stated otherwise, the prices indicated by us are in Euros and are stated in our price lists, which indicate the period during which they apply. After this period has lapsed, the prices indicated by us will also lapse and the prices indicated in a following price list will apply.
2. If we indicate prices in an offer, those prices will apply during the period stated in the offer.
3. The indicated prices are based on the cost-determining factors at the time of the offer. In deviation from the provisions of the above paragraphs, we reserve the right to charge on to the other party any changes to those cost-determining factors arising after the date on which the prices were indicated by us, even if those cost-increasing circumstances could already be foreseen at the time the order was accepted.
4. Costs of additions and/or changes to the order or agreement will be at the expense of the other party.
5. The price is exclusive of turnover tax and government levies, rights and/or taxes.

## ARTICLE 6. DELIVERY

1. The delivery periods stated by us are always without obligation; if a delivery period is exceeded, this does not constitute failure on our part and does not give the other party the right to compensation, suspension or termination of the agreement concluded. We will observe the delivery period as much as possible. If no delivery period was expressly agreed, a reasonable delivery period will apply, with effect from the moment the agreement was concluded.
2. Delivery of the items sold by us will be based on DDP (Delivered Duty Paid) (In accordance with the definition referred to in the latest version of the Incoterms), and the items will be delivered to the company of the other party or another destination indicated by the other party, unless agreed otherwise in writing. In case of contradiction between these terms and conditions and the Incoterms, these terms and conditions will prevail.
3. We are entitled to deliver in instalments, which we may invoice separately; the terms and conditions of payment as stipulated in Articles 15 and 16 of these terms and conditions also apply to these invoices.
4. If we involve third parties with regard to an order, a delivery date will be established in consultation with the other party. If the delivery does not take place on the agreed date at the request or instruction of the other party, the other party will be obliged as from that date to pay the agreed price, and we will be entitled to charge the other party all costs arising from this, including storage costs and increase of rights, levies, premiums and the like.

## ARTICLE 7. TRANSPORT

1. In case of free delivery, the cheapest shipping method will always be used, unless agreed otherwise in advance.
2. In the Netherlands and Belgium, delivery of the items sold by us will be based on DDP (Delivered Duty Paid) (in accordance with the definition referred to in the latest version of the Incoterms), and the items will be delivered at the company of the other party or another destination indicated by the other party, unless agreed otherwise.
3. The shipment of items will always be at the risk of the other party, even if free delivery is agreed and even when the carrier claims that bills of lading, road waybills and the like include the clause that the sender will bear the risk and expense of all transport damage.

## ARTICLE 8. RETENTION OF TITLE AND DISSOLUTION

1. The ownership of the items delivered by us to the other party, including materials supplied, whether or not pre-processed, and parts, remains with us until the other party has paid us the consideration for the items delivered or to be delivered by us pursuant to an agreement to that end or for the work carried out or to be carried out for the benefit of the other party pursuant to such an agreement, as well as for the payment of the claims due to the failure and performance of such an agreement.

2. The other party has the right to sell and process the items in the context of its normal business operations.
3. If the delivered items are processed or mixed by or at the other party, we will acquire co-ownership of the newly created items or the main goods, equal to the value of the items originally delivered by us.
4. If the other party disposes of the items delivered by us, it hereby transfers to us the rights it has or will have in respect of its own customers, with all corresponding rights and/or securities. We may request the other party to inform its customers of the transfer and to provide us with all information we require to exercise our rights.
5. Until the payment has been made, the other party is obliged to carefully store the items as recognisable property of us.
6. If the other party fails to comply with its obligations under paragraph 1, we will be entitled to retrieve the items, which are owned by us, or to have them retrieved from where they are stored, at the expense of the other party. To that end, the other party hereby irrevocably authorises us to enter the rooms used by or for the other party (or have them entered).
7. In the event that a due and payable amount is not paid, not paid in full and/or not paid on time, any other obligation arising from the agreement is not complied with, not complied with in full and/or not complied with on time, in case of a suspension of payments, an application for a suspension of payments, bankruptcy, an application for bankruptcy, in case the Debt Restructuring (Natural Persons) Act is applied or if application thereof is requested, in case the other party is placed under guardianship, in case of death or liquidation of assets of the other party, we have the right, without requiring any notice of default or judicial intervention, to suspend the agreement or the part of the agreement that still has to be complied with or to terminate the agreement in whole or in part and to reclaim as our property the goods delivered or the unpaid part, settling any part already paid, without prejudice to our rights to claim compensation for any loss or damage. If one of the situations mentioned in the previous sentence occurs, each claim we have against the other party will be immediately due and payable in full, without requiring a prior notice of default.
8. The possible exercise of our rights under the retention of title, including the possible seizure of the items, cannot be regarded as an act resulting in the termination of the agreement.

## ARTICLE 9. COMPLAINTS

1. Any complaints must be made in writing with substantiation within fourteen days after delivery of the items or performance of the services, accompanied by supporting documents if possible. If the other party has not properly examined the delivered items within fourteen days after receipt, it will be deemed to have agreed to the delivery or performance. If the other party accepts the items upon delivery, signs the packing slip or has this done on its behalf, the right to complain lapses, unless the other party proves – with supporting evidence – that the reason for complaining was already present at the time the items were delivered.
2. Complaints can only be taken into consideration if the items are still in the same condition they were in when they were delivered. In case of doubt, the other party will have to prove that this is the case.
3. The delivered items may only be returned after our prior written permission has been granted, subject to the conditions to be determined by us. If the items are returned without our prior written permission, both the shipment and the storage after receipt will be at the risk and expense of the other party. The risk of returned items will remain with the other party until we have accepted the return shipment and the returned items in writing, to which acceptance we may attach conditions.
4. If the complaint is submitted in time and in accordance with these terms and conditions and we have deemed the complaint justified, we will act in accordance with Article 10 (Warranty). If the provisions of that Article are complied with, we will be fully discharged from our warranty obligations and will not be required to pay any further compensation.
5. A complaint does not suspend the payment obligations.

## ARTICLE 10. WARRANTY

1. Subject to the provisions of paragraph 2 of this Article, we guarantee the soundness of the items delivered by us and the work performed by us only in the sense that all defects, of which the other party proves that they arose within the term of 6 months – or as much longer as was agreed with regard to the specific items and/or work – after delivery, and that they arose as a result of an incorrectness in the work performed by us or as a result of poor workmanship or use of bad materials, will be repaired by us, free of charge. We have the right, exclusively at our discretion, to replace items or grant a discount on the price instead of repairing the items and work delivered by us.
2. With regard to the items delivered by us, to the extent that they are obtained from third parties, we provide only the warranty that we get from our suppliers, unless agreed otherwise.
3. No warranty is provided with regard to the delivery of used materials or items, unless expressly agreed otherwise, in which case the agreed warranty will apply.
4. If we replace items or repay the purchase price of items in order to comply with our warranty obligations, the items in question will become our property.
5. Our warranty obligations will lapse immediately and definitively in the following cases:
  - a. If the other party carried out repairs or made changes to the items during the warranty period without our prior permission, or has this done.
  - b. If the other party failed to use the items delivered by us in accordance with the instructions sent along with the items.
6. Our warranty obligations will be suspended by any failure of the other party to comply in time or in full with the obligations under the agreement. The other party can only claim performance of the warranty after paying all outstanding invoices, forfeited interest and costs.

## ARTICLE 11. NON-ATTRIBUTABLE FAILURE TO PERFORM (Force majeure)

1. Force majeure is taken to mean any circumstance, both foreseen and unforeseen, as a result of which performance of the agreement can no longer reasonably be expected from us by the other party.
2. Force majeure in any event includes: strikes, excessive absenteeism due to illness of our personnel, transport difficulties, fire and other operational disturbances, import and export and transit bans, restrictions and operational disturbances at our premises or at our suppliers, and other events or impediments beyond our control which make the performance of the agreement more costly and/or more difficult, such as flooding, storm damage and/or other natural and/or nuclear disasters, war and/or threat of war, epidemics and pandemics, but also changing legislation or government measures as well as untimely or faulty performance by our suppliers.
3. If a situation of force majeure occurs, we will be entitled to suspend the performance of the agreement or to terminate the agreement definitively in whole or in part, without being obliged to pay any compensation.
4. We are entitled to claim payment of the work performed in the context of the relevant agreement before the circumstance causing force majeure became apparent.
5. We also have the right to invoke force majeure if the circumstance causing force majeure occurs after we were supposed to have complied with our obligations under the agreement.
6. If we suspend the performance of the agreement in accordance with the provisions of paragraph 3 of this Article, the other party will – at our request – be obliged to extend the requested security until the new delivery date, in accordance with Article 14 (Security, Creditworthiness) of these terms and conditions.

## ARTICLE 12. LIABILITY

1. Our liability towards the other party by whatever virtue is, for each event, whereby a series of related events counts as a single event, limited to compensation of the direct damage up to a maximum of the amount paid out by the insurance company under the business liability insurance

taken out by us. At the request of the other party, we will provide information regarding the business liability insurance taken out by us.

If, for whatever reason, the insurance company does not pay out and we are nevertheless liable, (a) the liability per event, whereby a series of related events will count as a single event, will be limited to at most the amount of the price paid on the basis of the agreement, exclusive of VAT. If the agreement is primarily (b) a continuing performance agreement with a term of 1 year or more, the price paid will be set at the total of the compensations that the other party paid to us during the 3 months prior to the event giving rise to damage, exclusive of VAT, whereby a series of related events will count as a single event. However, in situation (a) or situation (b) the total compensation for direct damage will never exceed EUR 50,000 per event, whereby a series of related events will count as a single event.

2. Our liability for indirect loss, including intangible loss or harm, consequential loss, lost profits, missed savings, loss of data and business interruption losses, is at all times excluded.

3. Apart from the case mentioned in Article 12.1, we are not liable for any loss, regardless of the ground on which a claim for compensation is based. The maximum amounts mentioned in Article 12.1 will lapse if and to the extent that the loss was caused by intent or gross negligence on our part and/or on the part of our directors or executive subordinates.

4. The provisions of this Article also apply with regard to all legal entities we engage with regard to the performance of the agreement.

5. The other party will be liable for all damage resulting from loss, theft, fire or damage to our items, tools and materials, as soon as these are on site.

## ARTICLE 13. INDEMNIFICATION

1. Under the agreement, the other party is obliged to indemnify us against all third-party claims for compensation with regard to the performance of the agreement (delivery, performance of work or services, advising, etc.), by whatever virtue, and is liable for all costs arising therefrom.

2. With regard to items that we hold in connection with the performance of an agreement, the other party is obliged to fully indemnify us against any third-party claims, even when it concerns claims for compensation of damage that is directly related to those items.

3. Should we nevertheless be held liable despite the provisions of Articles 13.1 and 13.2, the provisions of Article 12 (Liability) will apply in full. In that case, we will be entitled to a right of recourse against the other party with regard to the amount paid by us in compensation and costs.

## ARTICLE 14. SECURITY, CREDITWORTHINESS

1. The insufficient creditworthiness of the other party, even if partial delivery has already taken place, will apply as a condition subsequent to any agreement concluded by and with us.

2. At our first request, the other party will be obliged to provide us with security deemed sufficient by us, demonstrating that it will comply with its payment and other obligations. We are entitled to suspend our delivery obligations until the security has been provided. The securities to be provided may consist of, among other things: a cash payment, provision of a bank guarantee, assignment, pledging, a mortgage provision, transfer of ownership or probation. If and as long as the other party refuses or is unable to provide security, the provisions of paragraph 7 under Article 8 (Retention of Title and Dissolution) will apply mutatis mutandis.

## ARTICLE 15. PAYMENT

1. Our invoices must be paid within fourteen days after the invoice date, without discount, set-off and/or protective self-garnishment.

2. All payments must be made to our office or to an account to be designated by us.

3. Payments must be made in Euros, unless agreed otherwise in writing.

4. Any payment made by the other party will first be deducted from the owed legal costs, the out-of-court costs, the owed interest – always as provided in the following Articles – and will then be

deduced from the longest outstanding claim, regardless of any differing instruction of the other party.

5. The other party will be in default by the mere expiry of the aforementioned term of fourteen days after the invoice date; this does not require a notice of default.

6. Complaints regarding the invoicing may only be submitted within the payment term, without prejudice to the provisions of Article 9 (Complaints). Complaints must be submitted in writing. Complaints do not cause the other party's payment obligation to be suspended.

## **ARTICLE 16. INTEREST**

1. If the other party does not pay the owed amounts within the term referred to in Article 15.1, the other party will be owed the statutory interest on the outstanding amount without requiring any notice of default, as referred to in Article 6:119a Dutch Civil Code.

## **ARTICLE 17. COSTS**

1. If we deem it necessary to engage a collection agency with regard to our claim against the other party, both the legal and the out-of-court collection costs will be entirely at the expense of the other party.

2. If the other party fails to pay on time, the out-of-court collection costs will be at least 15% of the amount to be claimed, with a minimum of EUR 125.

## **ARTICLE 18. APPLICABLE LAW**

1. All agreements between us and the other party will be governed exclusively by Dutch law. Applicability of the Vienna Convention 1980 (CISG) is explicitly excluded.

## **ARTICLE 19. COMPETENT COURT**

1. Any disputes that arise between us and the other party with regard to any legal relationships under these terms and conditions will in the first instance be heard exclusively by the Rotterdam District Court, unless prescribed otherwise by mandatorily law.

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