

**TRANSLATION of the "Algemene verkoop- en leveringsvoorwaarden voor de technologische industrie". Only the Dutch text of these conditions is authentic. In case of ambiguities or doubts as to the meaning of a certain part or paragraph or differences with the Dutch text, the Dutch text will be decisive.**

## General Terms and Conditions of Sale and Delivery for the technological industry



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### Art. 1 General

1. If these General Terms and Conditions form part of offers and agreements of a Supplier to deliver Products and/or perform services for a Customer, all provisions of these General Terms and Conditions shall apply between these parties, insofar as they have not been deviated from by an explicit agreement In Writing between the parties. Any reference by the Customer to its own purchasing conditions or other conditions is expressly rejected by the Supplier.
2. In these General Terms and Conditions, the following terms are defined as stated below:
  - Product: the performances carried out by the Supplier for the Customer, such as the delivery of Goods, the installation of Goods, whether or not delivered by the Supplier, the contracting of work, maintenance and repair, as well as services such as advice and inspection services;
  - Goods: a tangible object, including any Software contained therein;
  - Software: exclusively the Software included in the delivered Goods;
  - In Writing: by letter, e-mail or any other means agreed by the parties, other than oral agreements;
  - Additional Work: any performance carried out by the Supplier in consultation with the Customer, whether or not recorded In Writing, in addition to the agreement;
  - Price: the Price of the Product in accordance with Art. 4.

### Art. 2 Offer

1. Any offer made by the Supplier is without obligation and can be revoked up to three (3) working days after acceptance.
2. Each offer is based on the performance of the agreement by the Supplier under normal circumstances and during normal working hours.

### Art. 3 Agreement

1. Without prejudice to Art. 2.1, an agreement is concluded if it is accepted in accordance with the offer. If the acceptance deviates from the offer, the agreement shall only come into effect after the Supplier has expressly accepted these deviations.
2. Information contained in product documentation, illustrations, drawings, measurement and weight specifications, etc. shall be binding only if and insofar as it is expressly included in an offer or order confirmation issued by the Supplier or in a contract signed by the parties.

3. Oral promises/agreements shall be binding on the Supplier only insofar as they are made by an employee of the Supplier authorised to represent it or are confirmed In Writing by such an employee.

### Art. 4 Price

1. Unless otherwise agreed In Writing, the agreed Price is exclusive of value added tax and other government charges on the sale and delivery, and is based on delivery Ex Works in accordance with the Incoterms applicable on the date of the offer. "Works" shall mean the business site of the Supplier, as designated by it.
2. If after the date of conclusion of the agreement one or more of the cost price factors increases - even if this is due to foreseeable circumstances - the Supplier is entitled to increase the Price accordingly.
3. The Supplier may charge Additional Work separately, as soon as the amount to be charged is known to it. For the calculation of additional work, paragraphs 1 and 2 shall apply mutatis mutandis.
4. Costs of loading, unloading and the transport of raw materials, semi-finished products, models, tools and other Goods made available by the Customer are not included in the Price.
5. If it has been agreed that the Supplier shall install the Product, the Price shall be calculated inclusive of installation, except for the costs mentioned in Art. 7.3 and 7.5.

### Art. 5 Intellectual property/confidentiality

1. All intellectual property rights to the Product, its design and the drawings, calculations, descriptions, technical documents, models, tools and the like made for the design, production and use of the Product shall be vested in the Supplier or, as the case may be, in a third party that has granted the Supplier a licence for the use of these rights. This shall also apply if these have been developed specifically for the Customer, unless it has agreed otherwise In Writing. The Customer acquires a non-exclusive, transferable right to use these intellectual property rights, without time limitation, but only for the delivered Product and subject to any restrictions contained in underlying third-party licences. The Supplier is not obliged to provide the Customer with the source code or Software updates.
2. Technical, commercial and financial information and information marked confidential or which by its nature should be considered to be confidential, disclosed by one party In Writing or orally to the other party, shall be treated confidentially by the other party. The

information will therefore not without the consent In Writing of the other party be used by one party for a purpose other than that for which it was provided. The information may not be reproduced or transferred, communicated or disclosed to any third party.

## Art. 6 Delivery time

1. If the parties have agreed on a specific period of time for delivery, this period shall start as soon as the agreement has been concluded and all conditions which must be fulfilled by the Customer before the Supplier performs its obligations, such as provision to the Supplier of necessary documents and data, the obtaining of licences, the performance of necessary formalities and payment of an amount due in advance, have been fulfilled. If instead of a period of time, a specific delivery date, week or month has been agreed, this shall be extended in time in a reasonable manner.
2. The Product shall be deemed delivered for the purpose of the delivery time when, if acceptance tests at the business site of the Supplier have been agreed to, it is ready for such tests, and in other cases when the Goods are ready for dispatch and the Customer has been notified thereof In Writing and, in the case of performance other than the delivery of Goods, when performance has been effected.
3. The delivery time is based on the working conditions applicable at the time of conclusion of the agreement and on timely delivery of the Goods and/or services ordered by the Supplier for the execution of the work. If a delay occurs through no fault of the Supplier, which is due to a change in the said working conditions or due to the fact that goods and/or services ordered in time for the execution of the work are not delivered in time, the delivery time shall be extended insofar as necessary.
4. If the performance of the agreement is delayed due to an act or omission by the Customer or due to circumstances attributable to the Customer, the Supplier may extend the delivery time by a period that is necessary considering all circumstances. This shall also apply if the delay only occurs after the agreed delivery time.
5. Exceeding the delivery time shall not give the Customer the right to terminate the agreement, in whole or in part, or to compensation. However, if the delivery time is exceeded by 16 weeks or will exceed 16 weeks, according to the notification of the Supplier, the Customer may terminate the agreement by means of a notification In Writing to the Supplier. The Customer is then entitled, insofar as applicable, to reimbursement of the part of the Price already paid and to compensation for the damage suffered by it, up to a maximum of fifteen (15) percent of the Price. If partial delivery has already taken place, the agreement can after 16 weeks only be terminated in part, namely for the part not yet delivered, unless the part already delivered is not independently usable by the Customer. In the event of partial termination, the Customer is entitled, insofar as applicable, to reimbursement of that part of the Price which relates to the part not delivered and to compensation. For the calculation of this compensation, the aforementioned maximum of 15% shall in that case be applied over the part of the Price that relates to the part not delivered. If the delivery time is exceeded as a result of force majeure, Art. 13 applies.
6. If the Customer remains in default of taking possession of the Product after being served with a notice of default, the Supplier shall be

entitled to charge the Customer for the costs and damage arising therefrom, without prejudice to the rights of the Supplier pursuant to Art. 14. The Customer shall then also be obliged to pay the Price as if delivery had taken place according to the agreed delivery time.

## Art. 7 Installation

1. If it is agreed that the Supplier will install the Goods, the Customer is responsible for the correct implementation and timely availability of all devices, facilities and conditions necessary for installation of the Goods and the proper functioning of the Goods in the installed state.
2. The Customer shall in any case ensure at its own expense and risk that:
  - a) the personnel of the Supplier are able to commence work according to the agreed time schedule and are able to work during normal working hours. Insofar as the Supplier deems this necessary, work may also be performed outside normal working hours, provided that this is reported to the Customer In Writing within a reasonable period of time;
  - b) it informs the Supplier about all safety regulations applicable at the place of installation in good time and In Writing before commencement of installation;
  - c) installation can take place in a healthy and safe environment;
  - d) all necessary safety measures are taken before commencing installation and are maintained during installation;
  - e) the personnel of the Supplier are able to make use of good sanitary facilities;
  - f) all necessary auxiliary persons, cranes, lifting and hoisting gear, transport and auxiliary equipment, machines, operating materials (such as fuels, oils, greases, gas, water, electricity, steam, compressed air, heating and lighting) and the measuring and testing equipment that are usual for the business of the Customer are available in good time at the place of installation;
  - g) sufficient office space is available at the place of installation for the Supplier;
  - h) proper and adequately secured digital infrastructure and internet facilities are available, if required;
  - i) sufficient storage space is available to protect against theft, loss and damage of the tools and equipment intended for installation and of the personal possessions of the personnel of the Supplier;
  - j) the access roads to the installation site are suitable for the necessary transport of the Goods to be installed and the operating equipment of the Supplier.
3. Damage and costs that arise for the Supplier and/or the Customer because one of the obligations referred to in this article has not been fulfilled or has not been fulfilled in good time, shall be borne by the Customer.
4. If the Supplier provides help and assistance - of whatever kind - with installation without being obliged to do so, this shall be at the risk of the Customer.
5. Costs incurred by the Supplier due to unworkable weather conditions shall be borne by the Customer.

## Art. 8 Inspection and acceptance tests

1. The Customer shall inspect the Product no later than seven (7) days after delivery as referred to in Art. 6.2. If installation has been agreed, the Customer shall inspect its proper implementation no later than 5 days after installation. If the applicable period of time has expired without a specified notification of legitimate complaints In Writing, the Product shall be deemed to have been accepted.

2. If acceptance tests have been agreed, after delivery as referred to in Art. 6.2, the Customer shall give the Supplier the opportunity to make the necessary preparations and to implement such changes as the Supplier deems necessary. The acceptance tests shall be held in the presence of the Customer immediately after the request of the Supplier to that effect. The costs of acceptance tests shall be borne by the Customer. However, the Supplier shall bear the costs of its own personnel and its other representatives. If the acceptance tests have been carried out without a justified complaint or if the Customer does not fulfil the aforementioned obligations, the Product is deemed to have been accepted.
3. For the acceptance tests and the preparations and changes referred to in paragraph 2, the Customer shall make the necessary facilities, support and materials, including those referred to in Art. 7.2f, and representative samples of any materials to be processed available to the Supplier in sufficient quantities, in good time and free of charge at the place specified by the Supplier. If the Customer does not comply with this, the Product shall be deemed to have been accepted.
4. The Supplier shall prepare a report of the acceptance tests which shall be sent to the Customer. If the Customer was not represented at the tests, after having been invited to do so by the Supplier in good time and In Writing, the test report shall be deemed to be a correct representation.
5. If the acceptance tests show that the Product does not conform to the agreement, the Supplier shall remedy the defects as soon as possible. If the Customer so requests In Writing, new acceptance tests shall be carried out subsequently in accordance with paragraphs 2 to 4.
6. In the event of minor defects that do not affect the proper functioning of the Product, the Product shall be deemed to be accepted regardless of such defects. The Supplier shall remedy these defects as soon as possible.
7. The Customer is not authorised to use the Product or any part thereof before acceptance. If the Customer does so, without receiving permission from the Supplier In Writing, the Product shall be deemed to have been accepted.
8. Without prejudice to Art. 11, the acceptance according to the preceding paragraphs excludes any claim of the Customer based on a breach of the delivery obligation of the Supplier.

#### **Art. 9 Risk transfer and retention of title**

1. As soon as the Product is deemed delivered within the meaning of Art. 6.2, the Customer shall bear the risk for all damage that may occur to or by this Product, except to the extent that the damage is due to intent or deliberate recklessness on the part of the management personnel of the Supplier.
2. Ownership of the delivered Goods is transferred to the Customer as soon as all amounts owed by the Customer to the Supplier for deliveries and related work, including interest and costs, are paid to the Supplier in full. In the event of late payment, the Supplier may take back the delivered Goods.
3. The Supplier shall have unhindered access to the delivered Goods when exercising the retention of title, in accordance with paragraph 2. The Customer shall then provide the Supplier with all cooperation

to take back the Goods, including dismantling.

#### **Art. 10 Payment**

1. Unless otherwise agreed In Writing, payment of the Price shall take place within thirty (30) days of the invoice date. Invoicing takes place in the following two (2) instalments:
  - 1/3 of the Price after the conclusion of the agreement;
  - 2/3 of the Price after delivery, in accordance with Art. 6.2.
2. Payment of Additional Work shall take place no later than seven (7) days after this has been invoiced to the Customer.
3. All payments shall be made without deduction, suspension or set-off in the manner to be determined by the Supplier.
4. If the Customer does not pay in time, it shall be in default by operation of law and the Supplier shall have the right, without notice of default being required, to charge interest from the due date at a rate three (3) points above the statutory interest rate for commercial agreements applicable in the Netherlands, as referred to in Art. 6:119a and Art. 6:120(2) of the Dutch Civil Code (Burgerlijk Wetboek), as well as all judicial and extrajudicial costs.

#### **Art. 11 Defects in the Product**

1. The Product must comply with the agreement. The Supplier is obliged to eliminate any deviations thereof, hereinafter referred to as: "defects", resulting from incorrect or faulty design or materials or poor workmanship, in accordance with this Art. 11. Unless otherwise agreed, any infringement of the intellectual property rights of a third party that are valid in the Netherlands shall also be regarded as a defect. The obligation to remedy the defect shall apply exclusively to defects in the Product that are not noticeable upon inspection and, if agreed, acceptance tests, and which the Customer proves to have occurred within six (6) months after delivery under Art. 6.2.
2. In the case of installation of Goods delivered by the Supplier, the period of six (6) months mentioned in paragraph 1 applies to both the delivered Goods and the installation of the Goods, and starts on the day that installation is completed by the Supplier. This period ends in any case twelve (12) months after delivery of the Goods in accordance with Art. 6.2.
3. Defects in delivered Good shall be remedied by the Supplier by repair or replacement of the defective part, whether or not at the business premises of the Supplier or by sending a repaired part or a part for replacement, always at the discretion of the Supplier. After the remedy of the defect, the Supplier is equally obliged to remedy defects in the repaired or replaced part for a period of six (6) months. Any liability for defects in the delivered Goods shall lapse in any case twelve (12) months after delivery thereof in accordance with Art.6.2 or, in case of the applicability of paragraph 2, eighteen (18) months after such delivery.
4. Defects in the installation of Goods delivered by the Supplier shall be remedied by the Supplier by carrying out repair work. After the remedy of the defect, the Supplier shall be equally liable for defects in the remedial works for a period of six (6) months. Any liability for defects therein lapses in any case eighteen (18) months after the delivery of the Goods in accordance with Art. 6.2.

5. Defects in maintenance, repairs (if not carried out pursuant to paragraphs 3 or 4), installation of Goods delivered to the Customer by a third party, overhaul, contracting work and similar work shall be remedied by the Supplier by performing the work again insofar as it is defective. After the work is performed again, the Supplier shall be liable for defects in the remedial work for a period of six (6) months. Any liability shall lapse in any case twelve (12) months after delivery in accordance with Art. 6.2.

6. Defects due to infringement of intellectual property rights shall, at the option of the Supplier, be remedied by the Supplier by:

- acquisition of the right of use for the Customer;
- modification of the Goods in such a way that the infringement no longer exists, or
- replacement of the Goods by other Goods that do not infringe intellectual property rights.

The Supplier shall for a period of six (6) months after such modification or replacement be liable for any defects therein in accordance with the conditions referred to in this Article. Any liability of the Supplier for defects therein shall in any case lapse twelve (12) months after delivery of the Goods in accordance with Art. 6.2 or, in case of the applicability of paragraph 2, eighteen (18) months after such delivery.

7. Transport costs and additional costs of disassembly and reinstallation incurred by the Supplier in eliminating defects shall be borne by the Customer.

8. The Supplier is not liable for defects in inspections, consultancy and similar services.

9. The Supplier is not liable for defects that occur in or are wholly or partially the result of:

- a) non-observance of operating and maintenance instructions or use other than the intended normal use;
- b) normal wear and tear;
- c) installation, disassembly, repair or modification by the Customer or by third parties;
- d) the application of a government regulation;
- e) materials and Goods already used, applied in consultation with the Customer;
- f) materials and Goods which have been provided by or on behalf of the Customer, whether or not for processing purposes;
- g) materials, Goods, design, construction or working method applied on the express instructions of the Customer;
- h) parts procured by the Supplier from third parties, including Software, insofar as the third party is not liable to the Supplier for this.

Furthermore, the Supplier is not liable for infringement of intellectual property rights resulting from the fact that:

- i) the Product is used outside the Netherlands;
- j) the Product is used in a manner other than agreed;
- k) the Product is used in combination with equipment or Software not supplied by the Supplier.

10. If the Customer does not fulfil, does not fulfil properly or does not fulfil on time any obligation arising from it from any agreement concluded with the Supplier, the Supplier shall not be obliged to remedy any defects. If the Customer proceeds to dismantle, repair or perform other work on the Product, or has such work performed, without receiving the prior consent of the Supplier In Writing, the

obligation of the Supplier to remedy defects will lapse.

11. Defects must be reported to the Supplier In Writing as soon as possible after their discovery, but no later than fourteen (14) days after the expiry of the applicable liability period. If these periods of time are exceeded, all claims concerning such defects shall lapse. Claims must be brought in court within one (1) year of the said report, on penalty of forfeiture of all rights.

12. If the Customer has made said report and no defect is found for which the Supplier is liable, the Supplier shall be entitled to reimbursement of the costs incurred as a result of the report.

13. If the Supplier replaces parts when remedying defects, the replaced parts become the property of the Supplier.

14. If the Customer claims that the Supplier does not fulfil an obligation referred to in this Article, the Customer shall continue to be obliged to fulfil the obligations arising from it from any agreement concluded with the Supplier.

15. If the Supplier has not remedied the defect within a reasonable period of time, the Customer may set a final, reasonable period of time for doing so by means of a notification In Writing. If the Supplier does not perform its obligations within this final period, the Customer may, at the expense of the Supplier, have the defect remedied by itself or by a third party, provided that the Customer or the third party has the necessary expertise. If the defect is thus successfully remedied, the Supplier is discharged from all liability for the defect by reimbursement of the reasonable costs incurred by the Customer. These costs shall not exceed fifteen (15) percent of the Price of the Product.

16. If the defect is not remedied in accordance with paragraph 15:

- a) the Customer is entitled to a discount on the Price in proportion to the reduction in value of the Product. This discount shall not exceed fifteen (15) percent of the Price, or
- b) if the defect is so serious as to significantly deprive it of the benefit of the agreement for the Product or a substantial part of the Product, the Customer shall be entitled to terminate the agreement for the Product or the substantial part of the Product by sending a notification to the Supplier In Writing. The Customer is then entitled to a refund of the Price paid for the part of the agreement that is terminated. In addition, the Customer shall be entitled to compensation up to a maximum of fifteen (15) percent of that part of the Price that relates to the part of the Product in respect of which the agreement is terminated.

## Art. 12 Liability

1. Unless there is intent or deliberate recklessness on the part of the management personnel of the Supplier and subject to the applicability of Art. 6.5 and Art. 11, all liability of the Supplier is excluded, regardless of the legal basis. Therefore, the Supplier is not liable for damage caused by, among other things:

- non-delivery;
- liability towards third parties;
- any unlawful acts or omissions by (personnel and auxiliary persons of) the Supplier;
- infringement of intellectual property rights, licences and other rights of third parties;
- damage to or loss of, for any reason whatsoever, raw materials,

semi-finished products, models, tools and other Goods made available by the Customer;

- loss or corruption of data;
- loss of production and reduction of usability;
- loss of contracts and customers.

Furthermore, the Supplier is not liable for loss of profit and any consequential and indirect losses whatsoever.

2. The Customer is obliged to indemnify the Supplier against and to compensate the Supplier for all third-party claims for damage in connection with the performance of the agreement.

### **Art. 13 Force majeure**

1. In these general conditions, force majeure is understood to be any circumstance beyond the control of the Supplier - even if this was foreseeable at the time the agreement was concluded - which permanently or temporarily prevents the Supplier from fulfilling the agreement or makes it unreasonably onerous and, insofar as not already included, war, danger of war, civil war, riots, strikes, lockouts, transport difficulties, import and export restrictions, government measures, fire, terrorism, epidemics and pandemics, natural disasters, extreme weather conditions, limited availability of energy, power failure, failure of the internet, computer network and telecommunication facilities, cybercrime and defects and delays in the delivery by subcontractors as a result of the circumstances referred to in this paragraph.
2. If the Supplier, due to force majeure, is temporarily unable to perform the agreement or can only do so at unreasonably onerous conditions, the Supplier shall be entitled to suspend performance of the agreement. After six (6) months, if the force majeure situation still persists, either party shall be entitled to terminate the agreement, in whole or in part. Either party shall furthermore be entitled to terminate the agreement, in whole or in part, if, after the force majeure situation has arisen, it has become clear that performance of the agreement by the Supplier will be impossible or unreasonably onerous for longer than six (6) months.
3. In the event of suspension and termination pursuant to paragraph 2, the Supplier shall not be obliged to pay compensation. The Supplier is then entitled to demand payment of the costs it has incurred for the raw materials, materials, parts and other Goods purchased, reserved, processed and manufactured in performance of the agreement. In the event of termination pursuant to paragraph 2, the Customer is obliged to take delivery of the said Goods after payment of the said costs. If the Customer is in default, the Supplier is authorised to store these Goods at the expense and risk of the Customer or to sell or destroy them at the expense of the Customer.

### **Art. 14 Suspension and termination**

1. If there is good reason to fear that the Customer is or will not be able or willing to fulfil its obligations and in the event of bankruptcy, suspension of payments, shutting down, liquidation or total or partial transfer of the business of the Customer, the Supplier shall be entitled to demand adequate security for all contractual obligations of the Customer, whether due or not, and to suspend performance of the agreement in the meantime. In the absence of this security within a reasonable period set by the Supplier, the Supplier shall be entitled to terminate the agreement, in whole or in part. The Supplier has these rights in addition to its other rights under the law, the

agreement and these General Terms and Conditions.

2. If the Customer does not fulfil an obligation arising from an agreement with the Supplier or does not do so in good time or properly, the Supplier is entitled to suspend performance of the agreement and/or to terminate the agreement.
3. In the event of suspension and termination of the agreement in accordance with paragraphs 1 and 2, the Supplier is entitled to store the raw materials, materials, parts and other Goods purchased, reserved, processed and manufactured by it for the performance of the agreement at the expense and risk of the Customer. The Supplier may also choose to sell or destroy these at the expense of the Customer. In the event of suspension and termination in accordance with paragraphs 1 and 2, the Supplier shall be entitled to full compensation, but shall not be obliged to pay compensation.
4. If the Customer terminates the agreement without obtaining the prior consent of the Supplier In Writing, it will be obliged to pay the full Price, without notice of default, with deduction of the costs saved by the Supplier.

### **Art. 15 Disputes**

All disputes based on the agreement and further agreements arising therefrom shall be resolved by the competent Dutch court in the district of the Supplier, unless mandatory law provides otherwise.

### **Art. 16 Applicable law**

All agreements to which these General Terms and Conditions apply shall be governed by the law applicable in the Netherlands, to the exclusion of conflict of law rules of international private law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (Weens Koopverdrag) is excluded.