

## GENERAL CONDITIONS OF SALE OF HANDELMAATSCHAPPIJ GOOIMEER B.V.

### Art. 1. Definitions

In these General Conditions of Sale of Handelmaatschappij Gooimeer B.V., the words in bold below mean the following:

**General Conditions:** the general conditions of sale of Handelmaatschappij Gooimeer B.V.;

**Article:** a provision of these General Conditions;

**The Buyer:** the other party of the Seller;

**Contract:** the sales contract pursuant to Article 3.4 pertaining to the Goods to be concluded or that has been concluded between the Parties;

**The Party:** The Buyer, or, as the case may be, the Seller. The Parties is understood to mean: The Buyer and Seller jointly;

**The Seller:** Handelmaatschappij Gooimeer B.V., with its registered office and its principal place of business at Damsluisweg 67, (1332 EB) Almere;

**Goods:** the movable property and/or services to be supplied by Seller pursuant to the Contract.

### Art. 2. Applicability

1. The applicability of any general conditions used by the Buyer is hereby expressly excluded and they are not applicable to the legal relationship with the Seller.
2. The General Conditions apply to all legal relationships where the Seller acts as the seller or supplier of Goods.
3. Deviating from one or more provisions of the General Conditions is only possible by means of a written agreement between the Parties.
4. In the event of inconsistency, conflicts of interpretation or conflicts between the Dutch text of these General Conditions and its translation, the Dutch text always prevails.
5. In these General Conditions, the term written is also understood to mean by fax, email or other electronic medium.

### Art. 3. Formation of the contract(s)

1. All offers and bids of Seller are without obligation and are made subject to the interim sale or rental.
2. Unless otherwise agreed to in writing, all offers and bids are based on the performance of the Contract under normal (working) conditions and during normal working times. If the performance does not occur under normal (working) conditions and during normal working times, the Buyer is

obliged to pay the additional costs involved to Seller.

3. The Seller is authorised at all times to cancel negotiations with the Buyer without having to state reasons and without being held liable for payment of any compensation of loss and/or expenses.
4. A contract between Seller and Buyer is formed upon the Seller's written acceptance of the assignment of the Buyer or starting the implementation thereof (the "Contract"). If Buyer has not expressed any objections within 8 calendar days from the date of the Seller's confirmation of the assignment, the Buyer is deemed to have accepted the order confirmation of the Seller.
5. The Buyer waives his right to termination or rejection or nullification by reason of Book 6 Section 227c paragraphs 2 and 5 of the Dutch Civil Code in so far as he is acting in the course of his profession or business.

### Art. 4. Delivery and delivery times

1. Unless otherwise expressly agreed to in writing, the Goods shall be delivered EX WORKS (industrial site of Seller, Almere, the Netherlands) (Incoterms 2010).
2. The delivery times stated by the Seller are not final deadlines. The Seller shall not be in default until he has been given formal written notice of the default after the end of the agreed upon, or, pursuant to the provisions of Article 4.3, postponed delivery period and he has furthermore been granted a reasonable period for performance, of which he has not made use.
3. If the Seller is unable to perform the Contract within the period agreed upon, the Seller shall inform the Buyer of this as soon as possible and the Seller shall, in consultation with the Buyer, establish a new, reasonable period for delivery, without liability for loss and/or costs.
4. The Seller is entitled to perform the deliveries to be made by him in parts and to invoice the performed partial deliveries separately.
5. For the determination of weight, size, quantity and composition of the supplied Goods, the weighing, dimensions, counts and analyses according to the methods used by Seller are normative, unless the contrary is proved.
6. Slight and customary differences in the

agreed to quantities, dimensions, weights and composition, whether up or down, are accepted by the Buyer and do not result in any price adjustment.

7. Images, brochures, samples and/or models of the Goods provided to the Buyer serve only as an indication, without the Goods having to conform to them. The implementation by the Buyer of recommendations made by the Seller on choices to be made by the Buyer is at the risk and expense of the Buyer. The Buyer may derive no rights from any calculations provided by the Seller. These calculations serve purely by way of indication.
8. The Seller is under no obligation to inquire of the Buyer as to the intended use of the Goods or the circumstances under which the Goods are to be used. The Seller is not liable for the application and/or the use of the Goods by the Buyer.
9. The Seller is entitled to adjust the delivery period, if the Buyer has not promptly provided him with all information required for implementing the Contract.
10. In the case of sale of used Goods or second-hand Goods, the Buyer is entitled to inspect or to have a third party inspect the Goods at his expense at a place agreed upon with the Seller before the time of delivery of the Goods concerned.
11. If the Buyer does not avail himself of the right to the inspection referred to in Article 4.10, the Goods concerned will be deemed to be in good condition and have been delivered in accordance with the agreed upon dimensions, specifications and weight as specified on the corresponding delivery note.
12. The risk of loss, theft, wilful damage and/or damage with respect to the Goods concerned passes to Buyer at the time of delivery of one or more of the Goods. The Buyer is obliged to take adequate insurance against the risks of loss, theft, wilful damage and/or damage of the Goods. In the event of loss, theft and/or damage of the Goods, the rights held by the Buyer against the insurer in that respect shall pass to the Seller or, at the discretion of the Seller, are pledged to the Seller.
13. The Buyer is obliged to collect the Goods at the place and time agreed to and, depending on the agreed upon method of delivery, unload them immediately. If the Buyer does not

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collect the Goods at the place and time agreed to and/or, depending on the case, does not immediately proceed to unload, the Goods shall be stored at the risk and expense of the Buyer. Any extra or additional costs incurred by the Seller as a result of this are payable by the Buyer.

14. If it is agreed that the Seller is to arrange the transport of the Goods, then the Seller is free in his choice of means of transport.
15. The Buyer is at all times obliged to ensure an easily accessible unloading place for heavy trucks and to obtain any necessary permits from the competent authorities for the unloading and the use of the Goods.

### Art. 5. Prices

1. All prices stated by Seller are based on delivery EX WORKS (Incoterms 2010) and exclusive of VAT, packing, packaging, dispatch, transportation documents, fitting/installation, inspection, insurance and any duties or taxes imposed by the government.
2. If, after the Contract has been concluded but before the Goods have been delivered, a change of more than 5% occurs in cost price factors such as the prices of raw materials, equipment, labour costs, insurances, freight rates, exchange rates, taxes, levies or other government measures, the Seller may charge this percentage on to Buyer. This price increase will be effective immediately after the Seller has informed the Buyer thereof. Should the Buyer not accept the price change, then he is entitled to cancel the Contract with immediate effect, without the Seller being liable for any damage and/or expenses.

### Art. 6. Payment

1. Payment by the Buyer is to be made within 30 calendar days of the invoice date.
2. Payment by Buyer is to be made exclusively in euros, without deduction, discount or deferment. If the Seller is of the opinion that there is a valid complaint, the payment may only be suspended for that part of the invoice to which the complaint pertains.
3. All expenses connected with payment, including furnishing of security, are payable by the Buyer.
4. If the agreed upon payment period is exceeded, the Buyer shall, without prejudice to the other rights of the Seller

and without prior notice of default being required, pay the legal interest on the outstanding invoice amount up to the time of payment being made in full, plus 4%. All as yet unpaid invoices immediately become due and payable and all consequences of non-performance commence immediately.

5. All extrajudicial costs, expressly including the costs incurred for drawing up and sending demands, holding settlement negotiations and other acts for the preparation of a possible legal procedure, as well as all legal costs reasonably incurred by the Seller as a consequence of the non-compliance of the Buyer, are payable by the Buyer.
6. Payments made by the Buyer will primarily be applied to settle the costs owed as alluded to in Article 6.5, secondarily to settle the interest owed and thereafter deducted from that part of the principal sum which the Seller designates, regardless of instructions to the contrary of the Buyer on this matter.
7. The Seller is entitled to settlements, also in the case where the legal requirements for settlements are not met, including but not limited to the settlement of claims of the Seller and/or of companies belonging to the group of the Seller against the Buyer with claims of the Buyer against the Seller and/or companies belonging to the group of the Seller, regardless of the legal grounds of the claims concerned.

### Art. 7. Provision of security

If, the Seller deems there to be a valid concern of the Buyer not performing his obligations toward the Seller properly or punctually, the Buyer is obliged, immediately upon request of the Seller, to pay a part of the principal sum or the entire principal sum in advance and/or immediately furnish adequate security in the form desired by the Seller for the full observance of all his (payment) obligations or to replace or supplement the security furnished. If the Buyer has not acceded to such a request for provision of security within 7 calendar days, all the consequences of non-performance commence immediately.

### Art. 8. Retention of title

1. The Seller retains ownership of the Goods supplied and to be supplied by him to the Buyer until the Buyer has fully performed all (payment) obligations for all the Goods supplied or to be supplied under the Contract or activities performed or to be performed

under the Contract and all claims due to failure in the performance of such obligations.

2. If the Goods are mixed, processed or included in other goods, the Seller always acquires co-ownership in proportion to the value of the Goods supplied by him.
3. If the Buyer forms a new object partly from the Goods referred to in Article 8.1, then this is an object which the Seller has constituted for himself as owner and the Buyer keeps it for the Seller, until the Buyer has performed all obligations as referred to in Article 8.1.
4. Before full payment has occurred, the Buyer is not entitled to lend, dispose of, rent, pledge or encumber the Goods in any other way, fully or partially, directly or indirectly.
5. The Buyer is obliged to immediately inform the Seller should third parties lay claim to the Goods supplied by the Seller subject to retention of title or should he have knowledge of third parties intending to lay claim to the afore-mentioned Goods.
6. In the case of non-performance by the Buyer, the Seller is entitled to retrieve or arrange to have the Goods supplied which belong to him retrieved. The Buyer irrevocably authorises the Seller to have access or arrange for third parties to have access to the sites and/or spaces where the Goods concerned are and is, if applicable, obliged to ensure that the qualified third parties provide permission to the Seller to enter or arrange for third parties to enter the sites and/or spaces where the Goods concerned are. All expenses of the Seller connected with retrieving the Goods supplied are payable by the Buyer.

### Art. 9. Guarantee

The Seller guarantees the Buyer that at the time of delivery, the Goods fulfil the tolerances and conditions specified in the applicable Eurocode.

The guarantee of the Seller lapses if the Buyer at his own initiative makes or arranges to have any changes and/or repairs made to the Goods.

### Art. 10. Complaints

Complaints regarding the Goods supplied are to be submitted by the Buyer to the Seller no later than within 8 calendar days of the delivery of the Goods. If Buyer has not lodged a complaint within the specified period, every right of complaint lapses and the Buyer is deemed to have

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accepted the Goods. Every right of complaint lapses once the Goods have been processed or used.

Following the submission of a complaint as referred to in Article 10.1, the Buyer and Seller are to consult with each other and the Buyer should always give the Seller the opportunity to investigate the complaint and provide him with all the necessary documents and/or samples to that end.

If Seller finds that a complaint is justified, then the Seller, at his discretion, is only liable to supply the missing part, replace the part or parts of the Goods supplied to which the complaint pertains or to repay the price to the Buyer upon return of the Goods concerned. The Buyer is obliged to comply with the instructions of Seller concerning the return of the (parts of the) Goods to be replaced.

Claims of the Buyer based on the argument of the Goods supplied by the Seller not complying with the Contract, lapse after 6 calendar months following the date of delivery of the Goods concerned to the Buyer.

### **Art. 11. Liability**

1. The liability of the Seller, regardless of the legal ground, is limited to a maximum of the invoice amount paid by the Buyer for the Goods through which the damage sustained by the Buyer was caused.
2. The Seller is, regardless of the legal ground, never liable for consequential loss, which also means loss of profit, losses suffered, loss of turnover, costs incurred, loss of data, loss of contracts, missed orders, missed savings, investments not recouped and loss due to disruptions to or stagnation of production or operations.
3. The Seller is, regardless of the legal ground, never liable for loss caused by intent or gross negligence of his employees and/or non-employees for whom he is liable pursuant to the law.
4. The Seller is, regardless of the legal ground, never liable for loss caused by or as a result of late deliveries of the Goods.
5. The Seller is not liable for loss caused by or is as a result of the use, processing and transfer of information supplied by the Buyer. The Seller is not obliged to check whether the information provided by the Buyer is correct, complete and/or accurate.
6. The Seller stipulates all legal and

contractual rights he may invoke to avoid his own liability as well as for the benefit of his employees, non-employees and all those persons who are involved in the execution of the Contract.

7. The Seller may, in implementing the Contract, engage third parties and is at all times entitled to invoke any limitations of liability of those third parties toward Buyer.
8. The limitations of liability of Articles 11.1 to 11.7 do not affect the liability of the Seller on the basis of mandatory law. The Seller shall not invoke the limitations of liability of Articles 11.1 to 11.7 if and to the extent that there is a case of intent or deliberate recklessness by the Seller and/or falling within the managerial employees belonging to the management of the Seller.

### **Article 12: Intellectual property**

All drawings, models, plates, films, photos, stamps, other image, sound and information carriers or other auxiliary materials and designs, including software, in their entirety as well as in parts, of the Goods or which have been made or provided by the Seller in the scope of the Contract, are and remain the property of the Seller.

It is forbidden for the Buyer to reveal confidential information obtained from the Seller, including the information referred to in Article 12.1, in any way whatsoever, to third parties, except in so far as required by the applicable law.

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

1. If the proper performance by the Seller is permanently or partially impossible due to one or more circumstances for which the Seller is not responsible, including the circumstances referred to in Article 13.3, the Seller is not liable toward the Buyer for any failure in the performance of his obligations under the Contract, any failure arising as a result thereof or any delay in the performance of the Contract and each Party has the right to terminate the Contract fully or partially. If the impossibility of the performance is temporary, the Contract can be fulfilled at a later time, unless the fulfilment at a later time no longer has any value for the Seller.

Seller is entitled to terminate the Contract fully or partially, if the Buyer is affected by force majeure spanning a continuous period of 1 calendar month or of which the Seller can reasonably expect to last 1 calendar month. The Circumstances which are no

way the responsibility of Seller are: regulations issued or to be issued by the government which obstruct or limit the use of the Goods supplied or yet to be supplied, lack of raw and auxiliary materials for the production of the Goods, lack of manpower, work strike, prohibition of import, export and/or transit, transport problems, non-performance of the obligations by sub-contractors of the Seller and/or transport companies engaged by the Seller, disruptions to the production by sub-contractors and/or the Seller, natural and/or nuclear disasters, war and/or threat of war, terrorist actions and/or attacks.

### **Art. 14. Termination of the contract**

Should the Buyer fail in the performance of one or more of his obligations under the Contract toward the Seller or if: (a) moratorium of the Buyer will be or has been applied for or has been granted, (b) a petition for the bankruptcy of the Buyer will or has been filed or declared, (c) the Buyer reaches a settlement with his creditors or takes other steps with a view to restructuring his debts, (d) the Buyer is otherwise limited in or loses control of his assets, (e) the Buyer discontinues his business activities or shifts them to a different country, or his company is wound up or dissolved, is merged or is divided or a decision for one or more of the above-mentioned is taken, or (f) there is a change in the (legal) persons who have the power to direct the control and policy of the Buyer through the ownership of shares with voting rights, through agreement or otherwise, the Seller is entitled to terminate the Contract in writing with immediate effect, or to cancel the Contract fully or partially or to dissolve the Contract, and to suspend the further performance of his obligations under the Contract, without prejudice to all other rights accruing to him and without being liable for damages. It is not required to set a period for performance in the written notification of the Seller if performance is deemed impossible or undesirable by the Seller.

### **Art. 15. Conversion**

If any provision of these General Conditions should turn out to be invalid, unlawful, non-binding or (fully or partially) unfeasible, the other provisions of these General Conditions remain in force. The Parties shall make every effort to reach agreement on a new provision which minimally deviates from the invalid, unlawful, non-binding or unfeasible provision, taking the content and the

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purpose of these General Conditions into consideration.

### **Art. 16. Applicable law and Dispute settlement**

All legal relationships between Seller and Buyer are governed by Dutch law. The Vienna Sales Convention is not applicable.

The competent judge of the Central Netherlands court has exclusive jurisdiction to hear all disputes which might arise between the Seller and Buyer issuing from or in connection with (the performance of) the Contract(s) as well as in connection with these General Conditions, all this notwithstanding the right of the Seller to choose the legislative or competent judge agreement.