

## General Terms and Conditions of Sale and Delivery

Registered at the registrar of the court at ..... on ..... with number .....

### Article I General

1. Whenever these General Delivery Conditions form part of offers to, and agreements relating, to the provision of supplies and/or services by the provider, all provisions of said terms and conditions shall apply between the parties, unless stated otherwise by both parties explicitly and in writing.

References by the client to their own purchase tender or other conditions are not accepted by the provider.

2. In the terms and conditions of delivery the following are understood to

mean:

- Product: products as well as services including advice and inspection.

In these terms and conditions of delivery the following is also understood to mean:

- The provider: anyone referring to these terms and conditions of delivery in their offer

- The client: the company to which the above offer is addressed;

- Service: acceptance of work, such as surface treatment, including coating, electroplating and anodising.

### Article II Offer

1. Each offer made by the provider is free of obligations.

2. Each offer is based on the execution of the agreement by the provider

under normal circumstances and during normal working hours.

### Article III Agreement

1. If the agreement is concluded in writing, it shall become valid on the day of

the signing of the contract by the provider, or on the day the written order

confirmation is forwarded by the provider.

2. Verbal commitments and agreements with employees of the provider are

not binding on the provider, until they have been confirmed by the latter in

writing.

3. Additional work is considered work delivered by the provider, in consultation with the client, whether or not laid down in writing during the implementation of the agreement, that is above the quantities as explicitly stated in the contract or order confirmation and/or applied.

4. In the event that, by the client delivered products regarding to composition,

quality and/or surface condition are not in accordance with what provider at

the time of the agreement was known, any resulting additional costs will be

charged as additional work.

5. In the event that, during the processing of products the agreed quality

proves to be impossible to achieve and further execution is terminated in

consultation with the client, the latter shall bear all costs incurred by the

provider and the latter shall not be held liable for any compensation.

### Article IV Price

1. Prices submitted by the provider exclude sales tax and other government

taxes affecting sales and delivery and are based on delivery ex factory in

accordance with Incoterms in effect on the offer date, unless decided otherwise in this agreement. The factory is understood to mean the provider's company premises.

2. In the event that, after the signed agreement date, one or more cost price

factors increases in price - even as a result of foreseeable circumstances

- the provider is entitled to increase the agreed price accordingly.

3. In the agreement, the provider is entitled to charge additional work

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separately, as soon as the price to be charged is known by them. For the

calculation of additional work the regulations under paragraph 1 and 2 of

this article shall apply.

4. Cost estimations and calculations will not be charged separately, unless

agreed otherwise. In the event of a reorder and the provider is to provide

new drawings, descriptions, models, or tools, etc., the relevant costs will be

charged.

5. Packaging is not included in the price and will be charged separately.

Returned packaging will not be accepted.

6. Costs of loading, unloading and transport of raw materials, semi-finished

products, models, tools and other materials, made available by the client,

are not included in the price and will be charged separately. Relevant costs

paid by provider are considered to be a prepayment to be charged to the

client. Certain issues are at risk of the client. The client shall provide

supervision and assistance during the loading and unloading of products.

7. Prices are always based on the figures provided by the client. For deliveries

of smaller amounts of products to be processed than agreed upon, the

provider is entitled to increase the agreed prices.

### Article V Drawings, Calculations, Descriptions, Models, Tools, etc.

1. Info provided in catalogues, illustrations, drawings, measurements and

weights, etc., are only binding if they are explicitly included in a contract

signed by either party or in an order confirmation signed by the provider.

2. The client guarantees the accuracy and completeness of the data provided

in drawings, measurements and weight calculations, diagrams, instructions,

etc.

3. Offers issued by the provider, and any manufactured or supplied drawings,

calculations, software, descriptions, models, tools, etc., shall remain their

property, regardless if costs have been charged. Any given information

included or based upon manufacturing and construction methods,

products, etc., shall be reserved exclusively to the provider, even if costs have been charged. The client guarantees that intended information, subject to the execution of the agreement shall only be copied, shown to third parties, published, or used, with the written approval of the provider.

### Article VI Lead-time

1. The lead-time starts at the latest at one of the following times:

a. The day the agreement was concluded

b. The day the provider receives the necessary records, information, permits, etc., needed for the execution of the order

c. The day of completion of the requested formalities, necessary to start \

the work

d. The day the provider receives the prepayment agreed in the contract, to

be paid before starting the works

In the event that a delivery date or week is agreed upon, the lead-time will be the period between the date of the conclusion of the agreement, and the delivery day or week.

2. The lead-time is based on the working conditions in force at the time of the

signature of the agreement, and on the timely delivery of the materials

ordered by the provider for the execution of the work. In the event of delay,

not caused by the provider but caused by a change in work circumstances,

or because the materials necessary for the execution of the work and

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ordered by the provider for the execution of the work, were not delivered on

time, the lead-time will be extended, if necessary.

3. The product is considered to be delivered vis-à-vis the lead-time, in the

event that testing of the product is to be conducted in the provider's factory,

and in other cases when it is ready to be shipped, after the client has been

notified in writing. If delivery partial deliveries are made, each individual

delivery is regarded as being delivered separately.

4. Without prejudice to provisions elsewhere in these terms and conditions with respect to the extension of the lead-time, the lead-time will be extended by the length of the delay, caused by the provider as a result of a failure by the client to comply with any of the agreement's obligations or with their cooperation with regard to the implementation of the agreement, or in the event of a change in the contract.

5. Except gross negligence on the part of the provider, the client is not

Entitled to total or partial rescission of the agreement if the lead-time is

exceeded. Exceeding the lead-time - for any reason - does not authorise the client to carry out work or have work carried out without the court's approval, in order to implement the agreement.

6. A contractual fine for a delay in lead-time must be considered instead of

the client's possible right to compensation. Such a fine is not payable if the

delay in lead-time is the result of *force majeure*.

7. For call contracts, the parties will reach binding agreements on deliveries

within three months of the conclusion of the agreement. If this fails, the

provider is entitled to cancel the agreement, without prejudice to their other

rights, including the right to compensation.

### Article VII Packaging/Delivery of Products

1. Products submitted by the client to the provider for processing must be

delivered properly packed; the packaging must be suitable for reuse for

delivery by the provider. Failure to comply shall result in packaging costs

being charged to the client. The client is to return the packaging.

2. The need to use packaging when the products to be processed are delivered is determined by the provider.

3. All products to be processed must be provided with technical descriptions

and/or drawings, including any given suspension points or contact points, if

not, the provider is entitled to make use of standard suspension points or

contact points.

4. Technical descriptions should in any event include the indication of quantity,

weight, and type of applied products, nature, and chemical composition of

the material, accuracy tolerances, heat treatment conditions and tension

conditions, make and manufacturer, and if necessary regulations adopted

by the manufacturer and/or instructions relating to the treatment of the

relevant products.

5. Products to be processed must be suitable, i.e., not magnetic, without raw

material, machining, and/or surface defects or contamination, without

cracks, bursts or fractures, without pores and without unknown substances. The surfaces must be free from any surface treatment.

6. The provider is not obliged to check the quality and quantity of products

offered, or to check whether processing thereof is possible, and/or if the

information provided is accurate and/or sufficient. If the client wishes to conduct above checks, the nature and the contents of the checks must be agreed in writing. Thereafter the cost incurred shall be charged to the client.

7. Client will ensure that heavy and obstructive parts are equipped with adequate fittings and transport provisions.

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8. Damages caused as a result of failure to comply or failure to comply in a timely manner with the terms and conditions under this Article shall be charged to the client.

### Article VIII Testing and Takeover Test

1. The client shall inspect the product at the latest within 14 days of delivery as stated in Article VI par. 3. If this term concludes without any specific notice in writing of well-founded complaints, the product is considered to be accepted.
2. If a takeover test is approved, the client will give the provider the opportunity to carry out the necessary tests after receipt, as well as to carry out improvements and changes, the provider considers necessary.  
  
The takeover test will take place immediately at the request of the provider, and will take place in the presence of the client. If the takeover test is carried out without specific and legitimate complaints or if the client does not comply with the above-mentioned obligations, the product shall be considered to have been accepted.
3. The client shall make available the necessary facilities for the takeover testing and for other possible tests, and provides representative samples for the processing of the materials in sufficient quantities, in a timely manner and free of charge, at the right location, to the provider, in order for the product's user environment to be duplicated to the extent possible. If the client does not comply, the last sentence of paragraph 2 shall apply.
4. In the event of minor imperfections, in particular those that will not affect or barely affect the planned use of the product, the product shall be accepted in spite of these imperfections. Where possible, the provider shall remedy such imperfections as quickly as possible.
5. Without prejudice to the obligation by the provider to comply with their guarantee commitments, the acceptance in accordance with the previous paragraphs shall exclude any claim by the client in terms of imperfections in the provider's performance.

### Article IX Risk- and Transfer of Ownership

1. Immediately after the product is considered as delivered within the meaning of Article VI paragraph 3, the client shall bear the risk for all direct and indirect damage that might occur to, or from this product, except for gross negligence on the part of the provider.  
  
If, for supply 'ex-works' the provider dispatches the product to the place of destination at the client's request, the risk will be transferred upon transfer of the product to the first carrier. Unless otherwise agreed, partial shipments are allowed. If the client, after formal notice, is unable to collect the product, the provider will be entitled to charge the client for storage fees for the product.
2. Damage to products caused by destruction of the packaging is at the expense and at the risk of the client.

### Article X Payment

1. Unless otherwise agreed, payment of the agreed price shall be made within 30 days of invoice date. Prices will be increased with a credit surcharge of 2%. If payment is made within the agreed period this surcharge need not to be paid.
2. Payment of additional work is to be made as soon as billed to the client.
3. All payments must be made without any deduction or settlement at the premises of the provider or to their account.
4. If the client does not pay within the agreed deadlines, they shall automatically be deemed in default, which gives the provider without any formal notice the right to charge them interest of 3 points above the applicable laws in the Netherlands from the expiry date as well as all judicial and non-judicial fees related to the collection of the claim.
5. The provider has the right to request from the client sufficient security for the fulfilment of the contractual obligations by the client – at the provider's discretion, or to supply only under cash on delivery. If the client defaults,

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the provider is entitled to suspend the agreement or to cancel it, in accordance with Article XIV paragraphs 3 and 4.

### Article XI Guarantee

1. Without prejudice to the limits laid down below and as stated in Article VIII paragraph 5, the provider guarantees the proper execution of the surface treatments, for 6 months after the delivery in accordance with Article VI paragraph 3. In view of special features, (hidden) defects or adverse shaping from/in the products to be processed, the provider does not guarantee a good result with respect to surface treatment.
2. Unless otherwise agreed, the provider will not perform incoming checks for the products to be processed; the provider is not responsible or accountable for products to be processed and/or for the quantity of the products to be processed. The accuracy of the requested processing is always at the expense and risk of the client, unless advice was provided about the process by the provider in advance and in writing. If the client deviates from the advice given by provider, the whole process shall take place at the expense and risk of the client.
3. The guarantee for defects as understood under paragraph 1, will be removed by the provider by processing the relevant products free of charge at the provider's factory. All costs exceeding the sole obligation as defined in the previous sentence, such as, but not limited to, transport costs, travel and subsistence expenses as well as costs for dismantling and assembly, shall be borne by the client.
4. Not included in the guarantee are the defects that occur in, or are wholly or partly the result of:
  - a. Non-compliance with operation and maintenance requirements other than the planned normal use.
  - b. Normal wear and tear.
  - c. Processing, assembly/installation, installation or repair by third parties, including the client.
  - d. The client will inspect the product no later than 14 days after delivery as intended in Article VI par. 3. If this term expires without a written and specified notification of legitimate grievances, the product is deemed to have been accepted.
  - e. Materials or items used in consultation with the client.
  - f. Materials or items supplied to the provider (for processing) by the client.
  - g. Materials, items, processes and structures, as explicitly applied in accordance with instructions by the client.
  - h. Information not provided, not provided in a timely manner, or not provided in full to the provider by the client.
  - j. Measurement devices not provided, not provided in a timely manner or not provided in full by the client necessary for the maintenance of given measurements.
  - k. Products and material obtained by the provider from third parties, insofar as said third parties did not give a guarantee to the provider. Colour and/or gloss differences regarded as normal by technical standards, cannot be considered as inadequate surface treatment.
5. If the client does not, cannot duly, or in a timely manner, meet any obligation that results from the agreement concluded with the provider, or results from a related agreement, regarding these agreements the provider is not obliged to provide any guarantee. If the client, without the prior written approval by the provider, dismantles, makes repairs or carries out other work to alter the product, or have it altered, all claims of guarantee will be cancelled.
6. Claims of defects are to be submitted in writing as soon as possible after their discovery, but no later than 14 days after the expiry of the guarantee period. In the event that these time limits are exceeded, any claim against the provider in respect of said defects will expire. Legal claims on this subject must be submitted to a court within one year on penalty of expiry.
7. If the provider replaces components/products, in order to comply with their guarantee obligations, the replaced parts/products shall become the property of the provider.
8. On the subject of repair executed, revision, or other services carried out by

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the provider, guarantee is only provided as to the good quality of the execution of the ordered work, for a period of 6 months, unless otherwise agreed. This guarantee includes the sole obligation of the provider, which is, in case of defects, to execute the job again, and repair the defect. If the client does not comply, the second sentence of paragraph 3 shall apply.

9.No guarantee is provided with respect to inspections or recommendations

and similar operations carried out by the provider.

10.Alleged non-compliance by the provider with their guarantee obligations

does not relieve the client of the obligations that result from any agreement

concluded with the provider.

### Article XII Liability

1.The liability of the provider is limited to compliance with the terms defined in Article XI of

the guarantee obligations conditions.

2.Except in case of gross negligence on the part of the provider and according to what is

defined in paragraph 1, any liability on the part of the provider, such as consequential loss, other indirect damage and damage as a result of liability against third parties, is excluded.

In all cases in which, despite the provisions in the previous sentence, the provider is liable for damages by virtue of a judicial decision, compensation shall be limited to the maximum invoiced value of the relevant process by which the damage is caused.

3.Therefore the provider cannot be held responsible for:

- Infringement of patents, licences or other rights of third parties as a result of

use of, by, or because data provided by the client.

- Damage or loss, for any reason, of raw materials, semi-finished products,

models, tools and other materials, made available by the client. All the items

and – so far as not already included – products to be processed in order to

carry out an operation, supplied to the provider by the client, are held by the

provider at the expenses and risk of the client; they are not insured by the

provider.

4.If the provider, without having the assembly commissioned, provides

assistance for the assembly and assistance of any nature whatsoever, this

will take place at the risk of the client.

5.The client is to safeguard or indemnify the provider incurred for all claims

by third parties for compensation for damage, to which the liability of the provider under these conditions in the relationship with the client is excluded.

### Article XIII Force Majeure

The definition of *force majeure* in these General Terms and Conditions of

Delivery is; any independent fact not anticipated by the provider - even

though this was anticipated at the time of the conclusion of the agreement, which prevents the permanent or temporary fulfilment of the agreement, as well as, and if not already included; war, danger of war, civil war, riots, strikes, exclusion of personnel, transport difficulties, fire and other major disturbances in the factory of the provider or the latter's suppliers.

### Article XIV Suspension and Cancellation

1.In the event that the provider is prevented from implementing the agreement due to *force majeure*, the provider is entitled without judicial intervention, either to suspend the implementation of the agreement for a maximum of 6 months, or to cancel the agreement in full or in part, without any claim for compensation.

During the suspension, the provider is entitled, and at the end they are obliged to choose to execute or to fully or partially rescind the agreement.

2.Both in the case of suspension and cancellation, pursuant paragraph 1, the provider is immediately entitled to demand payment for the reserved, processed, and manufactured raw materials, materials, components and other items, for the implementation of the agreement, for a reasonable value . In the event of cancellation pursuant to paragraph 1, the client must, after payment of the amount under the previous sentence, return the materials. Failure to do so will result in the provider being entitled to store, sell or destroy these materials at the expense and at the risk of the client.

3.In the event that the client does not meet or cannot meet any obligation, properly or in time, resulting from the agreement concluded

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with the provider, or from a related agreement, or if there is reasonable cause to believe that the client is unable, or will be unable to meet their contractual obligations vis-a-vis the provider, as well as in the event of bankruptcy, suspension of payment, withdrawal, liquidation or partial transfer, whether or not for the security of the company of the client, including the conveyance of a significant part of their claims, the provider is entitled, without formal notice and without judicial intervention, either to suspend the implementation of each of these agreements for a maximum of six months, or wholly or partly to cancel them, without compensation or guarantee and without prejudice to their accrued rights. During the suspension, the provider is entitled, and at the end, they are obliged to choose for execution or for total or partial rescission of the suspended agreement(s).

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**Registered office Eindhoven / KvK-Nummer 17055505**

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4. In the event of suspension pursuant to paragraph 3, the agreed price is immediately payable on demand, after deduction of any partial payments already made, and of the savings made by the provider as a result of the suspension, the provider is entitled to have the raw materials, materials, components and other items reserved, processed and manufactured by them for the implementation of the agreement, stored at the risk of the client. In the event of cancellation pursuant to paragraph 3, the agreed price - in case no previous suspension occurred - can be claimed immediately after deduction of the partial payments already made, and as a result of the suspension by the provider deduction of the saved costs, the client must pay the aforementioned amount, and return the materials involved, in failing to do so the provider is entitled to store, sell or destroy these materials at the expense, and at the risk of the client.
5. The client is not entitled to demand the retroactive cancellation of the agreement.

### Article XV Disputes

1. Any disputes which arise because of an agreement, to which these delivery conditions apply in whole or in part, or because of further agreements, which are the result of such an agreement, will be settled by the court of the place of residence of the provider. If the provider is the claimant, the provider is also entitled to opt for an arbitration board appointed in accordance with the Metal Industry and Trade Council, in The Hague, with judgment handed down in compliance with the regulations of said Council.

### Article XVI Applicable Law

All agreements, to which these conditions apply, in full or in part, shall be governed by Dutch law as enforced for the Kingdom within Europe.

**Information on the company name:**