
CLOSE TO OUR CUSTOMERS

General terms and conditions of sale and delivery

1. Field of application

1.1 All quotations, sales, deliveries and supplies of WIRTGEN BELGIUM B.V. (hereinafter the Supplier) shall be made exclusively on the basis of these General terms and conditions of sale and delivery. Different or divergent terms and conditions of a customer do not apply. This also applies if the Supplier makes supplies to the customer without reservation whilst it has knowledge of different or divergent conditions of the customer. Any divergence from these General terms and conditions of sale and delivery is only valid if the Supplier confirms them in writing.

1.2 These General terms and conditions of sale and delivery also apply to all similar future transactions with the same customer unless expressly agreed to the contrary.

1.3 For deliveries with on-site assembly, the Special Terms and Conditions for assembly by the operator of the Supplier shall apply.

1.4. The customer acknowledges and accepts that the Supplier's obligations provided for in these conditions are merely obligations for best efforts.

1.5. Negotiations between the parties that were conducted before the contract was concluded have led to a specification and pricing by the Supplier. This pricing is based, amongst other things, on the existence and application of these general terms and conditions, which also form part of those negotiations.

2. Quotation and conclusion of the contract

2.1 Unless expressly stated to the contrary, quotations or specifications from the Supplier shall never constitute a commitment. The proposals for the construction of installations, the first quotations or specifications are free, unless otherwise agreed. The Supplier reserves the right to invoice an appropriate fee for other proposals, quotations or specifications, as well as for the work to devise things if no supply contract has been concluded.

2.2 A supply contract has only been concluded when the Supplier confirms it in writing. A written confirmation from the Supplier is also required for amendments, additions or supplementary agreements.

2.3 The documents accompanying the quotation, such as illustrations, drawings, weights and sizes, as well as the proposals developed, are merely approximate, unless it is expressly stated that they are contractual.

2.4 The Supplier reserves all proprietary rights and copyrights on the illustrations, drawings, outlines, specifications, calculations and other documents. These may only be communicated to third parties provided that the Supplier's prior and written agreement has been communicated. At its request, they must be immediately returned to the Supplier

- (i) if an order is not placed, or
- (ii) when the order has been completed.

2.5. Anyone who, in their own name or as a representative of the customer, places an order or who pays the order in full or in part, even on behalf of a third party, stands as surety for those third parties and is jointly and severally bound with them, as provided for in Articles 1120 et seq. of the Belgian Civil Code and Articles 1200 et seq. of the Belgian Civil Code.

CLOSE TO OUR CUSTOMERS**3. Selling price and payment**

3.1 Unless otherwise agreed, the prices of the Supplier are "ex works" without packing and without loading. The additional costs, in particular the costs of placing and commissioning the machine, for obtaining special administrative permits and for meeting administrative requirements, are borne by the customer, unless otherwise agreed. VAT applicable as at the invoice date is added.

The prices applicable to the order are the last prices communicated by the Supplier. Any manifest printing or typing errors in the (online) catalogues or price lists have no legal effect.

3.2 Unless otherwise agreed, prices must be paid in full and without additional costs for the Supplier as follows:

Installations: according to the separately agreed due dates;

Components of the installation: before delivery, net;

Machines: before delivery, net;

Parts: before delivery, net;

Other: Within 14 days after invoice date, net.

3.3 Bills or cheques are only accepted in order to implement the order. All discounting costs and premiums are to be borne by the customer.

3.4 For payments by letter of credit, the current version of "*Uniform Customs and Practice for Documentary Credits (UCP)*" of the *International Commercial Arbitration (ICC)* shall apply.

3.5 The customer can only invoke a right to compensation, deduction or discount if its claims are not disputed by the Supplier or if it has powers of enforcement. This also applies if rights are invoked with regard to warranty due to defects in the goods sold.

3.6 If an invoice is not paid at the latest on the due date, this will automatically and without prior notice of default, give rise to late payment interest of 1% per month from the due date on the amount of the unpaid invoice. A fixed rate default fee shall also be payable at 10% of the invoice amount (with a minimum of €100.00), as a matter of law and without prior notice of default, without prejudice to the Supplier's right to seek higher compensation if it can demonstrate that the actual damage is higher.

3.7 If the Supplier is informed of circumstances that puts the customer's solvency in peril, all claims will immediately become due and payable. In addition, the Supplier may require a deposit to be advanced or a guarantee to be provided.

4. Delivery

4.1 The dates (availability, delivery, commencement of assembly, commissioning and operational availability, etc.) and/or the time periods based on these dates shall be agreed separately. The delivery dates and time periods that the Supplier communicates are purely indicative.

The commencement of and compliance with the agreed dates is dependent on the customer's obligation to cooperate, in particular, receipt within the time limits of all documents, paperwork, approvals, certificates and checks that the customer must provide, that the agreed payment conditions are fulfilled, in particular that the customer makes the agreed payments (3.2) and/or opens a letter of credit (3.4). If these conditions are not met on time, the time limits shall be extended appropriately (but at least by the duration of the delay). That does not apply if only the Supplier is responsible for the delay.

4.2 Compliance with the deadlines is subject to us having received the deliveries correctly ourselves and on time.

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4.3 Unless otherwise agreed, each delivery is carried out "ex works" and/or the construction of an installation shall be deemed to have taken place on the date on which that installation is operationally available. In its relationship with the Supplier, the customer assumes its obligations as per the instructions on the packaging and releases the Supplier therefrom.

4.4 The delivery period shall be considered to be complied with if the goods delivered have left the Supplier's factory before the expiry of the delivery period or if the Supplier has communicated the 'notice for collection'. In the case of construction of an installation, the 'notice of operational availability' replaces the 'notice for collection'. Where a delivery is to take place, the 'notice of delivery' or (in the event of the construction of an installation) the 'notice of operational availability' is binding, except in the event of a justified refusal of delivery.

4.5 The Supplier may carry out partial deliveries and performance at any time.

4.6 Delays based on force majeure and based on events that significantly obstruct delivery for the supplier or make delivery impossible, e.g. war, terrorist attacks, extensive disease outbreaks like epidemics and pandemics (e.g. Ebola, measles, SARS, MERS, Covid 19, or similar serious viral diseases, cholera, etc.), including the possible establishment of containment areas, import and export restrictions, strikes, lockouts, or official orders, even if they concern suppliers or sub-suppliers of the supplier (hereinafter referred to as "Force majeure cases"), extend the agreed delivery periods by the duration of the delay in delivery or performance plus a reasonable start-up period. If delivery in Force Majeure Cases is nevertheless carried out and this results in additional costs, such as higher freight costs or storage costs due to special security measures, the scarcity of means of transport, or the interruption of a delivery that has already commenced, these costs shall be borne by the customer. The supplier will inform the customer, if possible, of the start, end, and estimated duration of the aforementioned circumstances.

4.7 The Supplier is not in delay if, within the contractual delivery time for the period leading up to the effective supply of the goods delivered, it provides the customer with a replacement item that complies on all essential points with the technical and functional requirements of the customer and if the Supplier bears all the costs incurred to make the substitute item available.

4.8 In the event of delay by the Supplier, the customer grants the Supplier a reasonable additional period to perform the contract.

4.9 If the Supplier remains in delay even after a reasonable additional period and if the customer suffers any damages, the customer can require fixed compensation for that delay. This amounts to 0.5% for each full week delay, with a maximum of 5%, and for the construction of installations no more than 3% of the value of the part of the total supply (based on the net value of the delivery 'ex works' without transport, assembly or other ancillary costs) that as a result of that delay cannot be used in a timely manner or in accordance with the contract. Any other claim for compensation is excluded.

If the customer has twice granted a reasonable period for performance to the defaulting Supplier, taking into account the statutory exceptions, and if that period has not been complied with, the customer may lawfully terminate the contract.

5. Risk transfer, transport, late delivery, operational availability

5.1 The risks are transferred to the customer when the goods supplied were made available for collection or (in the event of the construction of an installation) when the Supplier has communicated that the installation is operationally available (cf. para. 4.3), even in the event of partial deliveries or when the Supplier provides other services, for example shipping costs and delivery and installation. To the extent that a delivery must be made, this determines the risk transfer. It must occur immediately on the delivery

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date or, alternatively, after notification from the Supplier of availability to proceed to delivery. The customer cannot refuse the delivery because of a small defect. If the customer does not acknowledge the delivery, even if there is no (or only a small) defect, then it is considered to be completed one month from the statement of availability for delivery, and not later than six months after leaving the factory. In the event of delivery and placing of an installation, the notice of operational availability replaces delivery.

5.2 If the shipment is delayed or not carried out due to circumstances outside the Supplier's control, the risks shall be transferred to the customer from the day of the notification of *availability for collection*, *availability to proceed to delivery* or of *operational availability*.

5.3 Unless otherwise agreed, the transport of the goods supplied is carried out at the cost and risk of the customer.

5.4 If the customer so requests, the Supplier must insure the shipment against transport risks, but at the cost of the customer.

5.5 If the customer delays delivery or impedes other obligations to cooperate, the Supplier shall have the right to claim compensation for the damage suffered, including any additional costs, in particular as a result of the delayed delivery of the supply or delayed assembly and commissioning, as well as for the costs associated with delayed operational availability.

5.6 If commercial provisions such as FOB, CFR, CIF, etc. are used, these should be interpreted according to the respective Incoterms of the ICC.

6. Retention of title and other priority rights

6.1 The Supplier shall continue to own the goods supplied until all claims made by the Supplier to the customer arising from the commercial relationship are fulfilled, including future claims, and those arising under contracts which are concluded at the same time or later. This also applies if the Supplier has inserted one or more claims into a rolling invoice and if the balance was recorded and accepted. In the event that the customer breaches the contract, in particular by paying too late, the Supplier has the right to take back the goods provided after a notice (where it immediately communicates the rescission) and the customer must return them.

6.2 In the normal course of events, the customer has the right to dispose of the goods supplied, provided that the conditions referred to in paras. 6.3, 6.4 and 6.5 have been met, in order to secure the Supplier's claims with regard to the customer. Breach of the obligation included in the previous clause gives the Supplier the right to cancel the contractual relationship with the customer immediately and by ordinary letter and to take back the supplied goods in the manner provided for in Paragraph 6.1.

6.3 The Supplier and the customer agree that when the supply contract is concluded, all entitlements of the customer arising from the resale or from the future rental of the supply to a third party or from any other statutory grounds (insurance, criminal offence, etc.) and which secure all entitlements of the Supplier arising from the commercial relationship with the customer, shall be transferred to the Supplier. In this context, the customer shall transfer all entitlements arising from the resale or rental of the delivery or from the operation of the installation, with all the corresponding rights, in full to the Supplier. The Supplier henceforth accepts the transfer. However, the customer remains entitled to pursue the transferred entitlements themselves until the Supplier asks to make the transfer public. The customer may not transfer the entitlements already transferred to the Supplier again. The customer must return the property or any other right to the objects, parts or components of machinery and second-hand machinery which it has acquired as part of the resale, of any type, to the Supplier when the customer

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acquires title or any other right to it. The customer must retain the aforementioned items for free for the Supplier, treat them carefully and insure them appropriately (see 6.7).

6.4 If the priority rights provided for in paras 6.1, 6.2 and 6.3 are not accepted by the laws of the country in which consignments take place or if those rights are not fully sustainable, then the customer undertakes to take all necessary measures (in particular with regard to any registration or notification obligations, etc.), and especially to provide the necessary letter of intent so that the priority rights can be formulated in accordance with the respective legal system. The Supplier may withhold the goods delivered or interrupt the works for assembly and commissioning until the required rights are established by law. If the local rights cannot be established or cannot be introduced for other reasons, in compliance with the legal requirements, the customer undertakes to provide equivalent rights to the Supplier. The customer must inform the Supplier without delay and of its own accord, during or after the conclusion of the contract, of any legal requirement or of any other obligation which prevents the establishment of the right as required in paras 6.1, 6.2 and 6.3.

6.5 The processing or transformation of the retained goods is always carried out by the customer for the Supplier. If the retained goods are dealt with together with other items which do not belong to the Supplier, it acquires the co-ownership of the new goods in proportion to the value of the retained goods when compared to the others at the time when the items are dealt with.

If the customer combines the goods or mixes them inextricably with other movable goods to make one object of it and if that other object is to be considered the main object, the customer must transfer co-ownership to the Supplier to the extent that the main object belongs to it.

The customer holds the ownership or co-ownership free of charge in safekeeping for the Supplier. In addition, the object resulting from processing or transformation shall be subject to the same rules as the ones that apply to the retained goods.

6.6 If the value of the rights granted in accordance with paras 6.1 to 6.5 is more than 10% greater than the Supplier's entitlements arising from the commercial relationship with the customer, then it shall, at the customer's request, release other priority rights.

6.7 If

- ownership of the goods supplied has not yet been transferred entirely to the customer, by virtue of the retention of title,
- as a departure from para 3.2, the goods supplied have been partially or fully paid after delivery or, in the case of the construction of an installation, after hand-over (for example staggered payment, postponement, advance or extended payment period, agreed either beforehand or afterwards), under a separate agreement,
- the goods supplied (for example supply 'on proof', 'to visualize' or similar), or replacement equipment (for example 'in anticipation' or similar) have already been made available before a sales contract has been concluded or for other reasons, for a fee (for example 'for rental' or similar) or if they were made available free of charge to the customer,

then the customer undertakes to maintain insurance, which includes all associated costs and all risks, including in the event of fire, basic damage, vandalism, theft, transport, incorrect operation, operating error, accident, etc. and depending on the case, until the entire transfer of ownership, up to the time of the return or the final receipt of the goods supplied or from the replacement equipment to the Supplier or customer (machinery insurance). The customer also undertakes, at its expense, to insure the operational risk arising from the purchased merchandise during the same period (civil liability insurance). The customer undertakes to provide the Supplier with the relevant proof before the handover of the goods supplied, i.e. on the delivery 'ex works' (see para 4.3). The Supplier may refuse to deliver the merchandise until the relevant proof is supplied. In addition, the Supplier may itself have the supplied goods insured

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and pass on any costs to the customer. The customer transfers its rights and current and future claims with regard to its insurer, which result from the insurance relationship, to the Supplier. The Supplier accepts the transfer in this case. These rights expire when the goods become the property of the customer and when the sale price is paid in full.

6.8 In the event of seizure, detention measures or other appropriations by third parties, on items or entitlements in respect of which the Supplier has priority rights, the customer must report it immediately to the Supplier and assist it in order to implement its rights. The costs of each judicial or extrajudicial action are borne by the customer, insofar as they cannot be recovered from a third party.

6.9 Where an application is submitted to open an insolvency procedure with regard to the customer, the Supplier may terminate the contract with immediate effect and demand the immediate return of the goods supplied.

6.10 Mutatis mutandis, paras 6.1, 6.3 and 6.9 shall apply to the items, machine parts and components that the customer has acquired in accordance with para 6.3 and to all second-hand machines.

7. Statutory liability for defects

7.1 In the event of a material defect that comes to light within the limitation period and the cause of which already existed at the time of risk transfer, the Supplier may, at its own election, remedy the defect or provide an item without defect. Remedying a defect may entail replacing the defective object or repairing it at the Supplier's premises, subject to express or tacit agreement otherwise between the parties (e.g. by performance at the location without objection being made). The replaced parts shall be owned by the Supplier; accordingly, the provisions of para 6 shall apply thereto. All claims made by the customer against WIRTGEN BELGIUM to call on the warranty shall become time-barred after 6 months, counting from the date of detailed and within time notification. This period cannot be suspended and cannot be interrupted by legal action.

7.2 If a customer invokes the right to warranty, this entails that the customer (i) immediately inspects the delivered goods and (ii) if there is a defect, reports it to the Supplier in writing within 7 days of delivery. After the expiry of that period, the Supplier will no longer accept complaints for visible defects. Defects which cannot be noticed during that period, even after a close examination, must be communicated in writing to the Supplier within 3 days of their being discovered. The delivery in the meaning of the first sentence of this provision is at the moment when the customer possesses a possessory right to the property or would have possessed it if not for its own fault.

7.3 Changes to the design or implementation, which are made before the order is delivered, in the context of a general amendment to the design or production by the Supplier, shall not be considered as a defect in the goods supplied, unless they result in the fact that the goods supplied become unusable for the purposes envisaged by the customer. The customer cannot claim any compensation for visible or hidden defects, regardless of the time limit, if it has adjusted and/or adapted the goods, or if it has repaired the goods or had them repaired by a third party, without the approval of the Supplier.

7.4 If the attempt to remedy the defect is not successful, the customer must grant the Supplier an appropriate additional period to carry out another repair or replacement. If the chosen repair also fails, the customer can either ask for a discount on the selling price corresponding to the reduction in the value of the goods provided due to that defect or cancel the contract. If the defect is only minor, the customer is only entitled to a discount on the contractual price.

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7.5 The customer must allow the Supplier (or the third party to whom the Supplier has given instructions), after consultation, the necessary time and opportunity to carry out the works under warranty (repairs or deliveries of parts). The customer can only remedy a defect which the Supplier itself must remedy by itself (or through a third party) at the Supplier's expense, if this is necessary to avoid an urgent risk for the business or to avoid disproportionate damage and if it has obtained prior consent from the Supplier for it.

7.6 The Supplier's warranty does not include other costs arising from eliminating the defect (for example transport costs, staff travel expenses, transport costs, costs for hoisting equipment).

To the extent that a defect arises from a component purchased by the Supplier itself from a third-party supplier of its products, the Supplier shall transfer its rights to the supply of the purchased part or of the corresponding external service contracts to the customer. In this respect, liability for defects is limited. If the customer does not receive due compensation for the transferred right, the Supplier will be liable until the expiry of the warranty period, in addition to the provisions of these general terms and conditions.

7.7 The following do not constitute material defects:

- normal wear and tear;
- inappropriate or non-conforming use;
- incorrect assembly, construction works or defective commissioning by the customer or by third parties;
- inappropriate, defective or neglectful treatment;
- non-conforming storage, installation or unsuitable surface (foundation);
- failure to comply with the relevant instructions for use;
- use of unsuitable tools;
- use of unsuitable materials and components;
- chemical, electrochemical, electromagnetic, electrical or similar influences;
- changes to the goods provided by the customer (or by a third party to whom it has given instructions), unless the material defect has no causal link to the change;
- integration of components and spare parts, wear parts or other parts, or lubricants not from the manufacturer (so-called OEM products), unless the material defect has no causal link to the installed part;
- insufficient or unsuitable maintenance by the customer or by third parties, insofar as that they are not recognized by the manufacturer for the maintenance of the machines or the installation.

7.8 The eradication of software defects or errors due to incorrect use, operating errors, normal wear and tear, an inappropriate system environment, operating conditions which are different from those set out in the specifications or inadequate maintenance (if the supply includes software) does not fall under *liability for defects*.

7.9 The customer must report software flaws immediately and in an understandable and detailed manner, indicating all the information useful to detect and analyse the defects. In particular, it should be mentioned when the software errors occur and what the consequences are.

7.10 Claims for material and legal defects become time-barred after 12 months. The limitation period commences from the date of the risk transfer as provided in para 5.1.

7.11 The provisions of this paragraph 7 shall definitively regulate the liability for defects of the goods supplied by the Supplier. Any other complaint by the customer due to defects, in particular for damage arising which is not to be seen on the goods provided, falls exclusively under paragraph 8.

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7.12 It is expressly stipulated that there is no liability for material defects in second-hand machinery.

8. Liability

8.1 In the event of dishonesty, serious error or intentional breach of the essential obligations of the agreement, the Supplier shall be liable only for an amount which cannot exceed the value of the order or the amount for which the Supplier is insured and covered for. If this limitation is not permitted for legal reasons, liability for minor negligence is limited to the damage which is typical of the contract and which can reasonably be foreseen when the contract is concluded. In this clause, the term 'essential obligations of the agreement' means *either* the essential obligations that are specifically described whereby failure to comply would compromise the implementation of the object of the contract, *or* abstractly, the obligations, compliance with which enables the proper implementation of the contract and which the customer can regularly count on.

8.2 The customer is hereby informed of the fact that it must make regular backups before installing and using software. In the event of a data loss, the Supplier will only be liable for the necessary efforts to recover the information if the customer correctly backs it up.

8.3 It is expressly stipulated that there is no other liability for damages, in particular for financial losses. Liability for indirect damage, in particular loss of profits, is excluded.

8.4 The above limitations of liability shall also apply when the customer brings claims for damages against the Supplier's legal representatives, its employees or agents.

8.5 The above limitations on liability shall also apply, depending on the reason and of the amount, to the breach of ancillary obligations of the agreement, in particular the breach of the information and advisory obligation before and after the conclusion of the contract.

9. Rights to software / Data protection

9.1 If the delivery includes software, the customer will be given a non-exclusive right to use the software provided, including the documentation, which must be used for the goods provided for that purpose. It is forbidden to use the software on several systems.

9.2 The customer may not reproduce, revise or translate the software, nor convert the code of the object into source code unless these measures are, in exceptional cases, provided for in the contract or permitted by law. The customer undertakes not to delete nor amend the manufacturer's data, in particular the statements regarding copyright, without the express and prior authorisation of the Supplier.

9.3 All other rights to the software and documentation, including copies, remain the property of the Supplier or the supplier of the software. It is not permitted to grant sub-licences or to confer them on third parties in any other form.

9.4 The Supplier is not liable for software that has been or is going to be installed (also not as an upgrade or update) if the customer does not use the software appropriately. Inappropriate use is made if the customer or a third party

- deletes, modifies or otherwise influences the parameters of the goods delivered, without the written consent of the Supplier, so that the functionality of the machine can be compromised;
- installs software (also as an upgrade or update) that is not permitted by the Supplier for the specific type of machine or installation that the customer purchases or has purchased;
- installs software (also as an upgrade or update) without completely disabling the machine or installation during the entire installation, update or upgrade procedure, without keeping an eye on

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the machine or system and constantly monitoring the performance, or without keeping people at bay. The security measures must be complied with as compulsory.

9.5 In addition, the limitations on liability of Paragraphs 7 and 8 apply. In the case of software granted only for a limited period of time, the liability provided for in Paragraph 7 shall be limited to remedying the defect during the rental period. If that fails, the customer may (i) (if the software was temporarily rented and insofar as the rental price for the software was invoiced separately), terminate the contract on legitimate grounds and (ii) (insofar as the defect significantly compromises the suitability of the software or product) reduce the agreed price.

9.6 If the customer has acquired a specific software through a machine, an installation, component or by purchasing it separately (e.g. in the context of a web-based *fleet management system*, such as WITOS, etc.), delivery depends on the available network technology and on the technical and geographical characteristics at the place of use. The Supplier does not guarantee and is not liable for interruptions caused by the network operator (e.g. *maintenance* necessary for the proper functioning of the network), other restrictions on telecom services or even the closure of outdated network technology (e.g. G2). In case of doubt, Paragraphs 7.6 and 8.3 are applied by analogy. To the extent that machine or system data (e.g. about current operation, periods of standstill, etc.) is registered or forwarded to the Supplier, it may evaluate the data without charge, process it without restrictions and use it for internal purposes as long as the customer does not expressly object to it. Distribution to third parties (e.g. as reference and comparison) may only be allowed if it is done anonymously or if the customer expressly accepts the distribution on request.

9.7 If on a registration, update or upgrade, personal information is registered, the following shall apply: The Supplier oversees compliance with the regulations on the protection of personal data. In particular, the personal data communicated (insofar as it is required for the installation of the software) will not be communicated to third parties, but will only be registered, processed and used internally for the performance of the contract. It will be erased as soon as it is no longer needed. If the erasure is in conflict with the statutory retention periods, it will not be erased but blocked in accordance with the legal provisions in force.

If data protection regulations require it, the customer must obtain the required written consent from the person whose personal data is necessary for performance of the contract prior to the conclusion of the contract.

10. Third-party property rights

10.1 If the Supplier's service breaches the rights of third parties, it will only be liable if the service is used according to the contract. The Supplier is only liable for the breach of third-party rights at the contractual place of use of the service (place of delivery). A claim under legal defects can only be brought if the Supplier's services differ significantly from the contractual quality.

10.2 If a third party in relation to the customer alleges that the Supplier's service is breaching its rights, the customer must immediately inform the Supplier. The Supplier has the right, but is not obliged, to defend itself against the demands put forward, at its expense and to the extent possible. The customer may not admit third-party complaints before it has given the Supplier the opportunity to defend itself against third-party rights in a different way.

10.3 If such rights are formulated, the Supplier may, at its expense, acquire or exchange a right to use or adapt the software (programme licences) or exchange them for an equivalent product or, if the Supplier cannot otherwise resolve the situation with a reasonable effort, take back the service against

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reimbursement of the fee paid by the customer minus a reasonable user fee. The interests of the customer will be taken into account as appropriate.

10.4 Paragraph 8 shall also apply to claims for compensation and reimbursement of costs.

11. Control of export

11.1 Deliveries under this contract shall be made on condition that national or international export control regulations, such as embargoes or other sanctions, do not prevent implementation in any way. The customer undertakes to provide all information and all the information necessary for export or shipping. Delays due to export inspections or approval procedures mean that expiry dates and delivery periods cease to apply. If the necessary approvals are not granted or if the supply and service cannot be approved, the contract shall be deemed not to have entered into for the relevant items.

11.2 The Supplier has the right to terminate the contract without notice if the termination by the Supplier is necessary to comply with national or international provisions.

11.3 In the event of termination under Paragraph 11.2, the customer cannot claim compensation or other rights because of such termination.

11.4 If the merchandise provided by the Supplier is transferred to a third party nationally or internationally, the customer must comply with the applicable provisions of national or international law regarding export control.

12. Rescission

12.1. The Supplier has the right to rescind the agreement with the customer at any time and with immediate effect, without having to give prior notice of default and without any compensation, in the following cases:

- if the customer was given written notice of breach and no less than 15 days later has been given time by the Supplier to rectify the matter, and it remains in default of timely and due compliance with one or several obligations arising under the contract;
- in the event of a cessation of payment or (application for) bankruptcy,
- in the event of a liquidation or cessation of the customer's activities,
- if the customer's shareholding changes,
- if (part of) the customer's goods are seized,
- if the Supplier has reasonable grounds to suspect that the customer will not fulfil its obligations to it.

12.2. In the event of rescission, the customer is liable to the Supplier for fixed rate compensation of 10% of the invoiced price (or sum that would normally be invoiced under the agreement), without prejudice to the Supplier's right to demand a higher payment if the actual damage suffered is higher. The rescission has the effect that all claims by the Supplier with regard to the customer, in whatever capacity such exist, immediately become due and payable.

13. Applicable rights, court of law, saving provisions

13.1 The contractual relationships between the Supplier and the customer are governed exclusively by the country where the Supplier has its registered office. The provisions of the *UN Convention on Contracts for the International Sale of Goods (CISG)* shall be excluded.

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13.2 Only the court for the Supplier's registered office is competent to deal with all disputes arising from the contractual relationships between the Supplier and the customer, including claims that arise from bills or cheques. However, the Supplier has the right to sue the customer in the court with general competence for it.

13.3 If one or more provisions or parts of provisions of these *General terms and conditions of sale and delivery* are, or become, invalid for whatever reason, this does not affect the validity of the other provisions. The customer and the Supplier undertake to replace the invalid provisions or parts of provisions with rules which are legally permitted, and which correspond financially to the original provisions. This also applies in the event of unintentional omissions.

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