

**These GENERAL TERMS AND CONDITIONS of TECHNOLYT B.V. apply to all our deliveries. Filled with the Chamber of Commerce on 18 May 2018 and amended on 18 May 2018.**

**1. Applicability**

- 1.1 These general terms and conditions govern all offers, orders, and contracts issued by Technolyt B.V. and its affiliated enterprises, as well as all agreements entered into or (legal) acts performed by Technolyt B.V. and its affiliated enterprises.
- 1.2 Applicability of the buyer's terms and conditions is hereby excluded, unless agreed otherwise in writing. If the buyer's terms and conditions have explicitly been accepted, Technolyt B.V.'s terms and conditions will prevail in case of any inconsistencies between these terms and conditions and the buyer's terms and conditions.

**2. Offers/purchase agreements/prices**

- 2.1 All our offers, regardless of the format in which they are issued, are without engagement, unless expressly agreed otherwise in writing.
- 2.2 Purchase agreements will be effective only if they have been confirmed by us in writing, following which the contents of such a purchase agreement will be binding on both parties, unless the buyer has objected to the contents in writing within eight days after the confirmation was sent. Copies of order slips issued by our agents do not constitute written order confirmation.
- 2.3 All prices are exclusive of VAT and shipping charges.
- 2.4 After the agreement has been signed, prices may still be raised on grounds of external factors, such as the effect of any kind of government measure, including those imposed by the European Union, an increase in taxes, import duties, currency exchange rates, the price of raw materials, and shipping charges, while a price increase on account of such factors will not entitle the buyer to terminate the agreement.

**3. Delivery/delivery terms**

- 3.1 Delivery terms are approximations, and failure to abide by them will not create a right to compensation or a right to terminate the agreement.
- 3.2 We reserve the right to, after expiry of the agreed delivery term, still proceed to delivery. If the buyer refuses to accept the goods in such a case, we will still be authorised to bill the buyer and offer the goods. Additional expenses incurred due to the buyer's refusal to accept the goods shall fall to the buyer, while storage costs are set at an amount that equals 1% of the amount due on the invoice for every day of storage, which costs are payable by the buyer upon their acceptance of the goods.
- 3.3 If the buyer fails to accept the goods on time, we will be entitled to unilaterally terminate the purchase and sale transaction, in which case we will notify the buyer by registered letter, while the buyer will also be liable to compensate us for loss of profits and damages to an amount that equals 35% of the agreed purchase price.
- 3.4 Unless agreed otherwise in writing, delivery of goods with a net invoice amount, including packaging, of €325 and higher will be carriage paid. For deliveries of goods with an invoice amount of below €325, shipping charges will be charged.
- 3.5 In case of carriage-paid delivery, we select the shipping method. If the buyer requires a specific shipping method, we reserve the right to fully or partially pass any costs involved on to the buyer. Goods will in those cases always be shipped at the buyer's risk.
- 3.6 Delivered goods cannot be returned.
- 3.7 We reserve the right to require cash on delivery, prepayment, or a security deposit or suspend delivery of goods sold as long as the buyer fails to comply with any of their obligations, regardless of whether such an obligation ensues from this or any other transaction.
- 3.8 We furthermore reserve the right to, if part delivery has been agreed, send separate invoices for each delivery.

**4. Faults/claims/liability**

- 4.1 The buyer agrees to inspect the goods immediately upon delivery. Claims relating to the condition of goods delivered must be filed in writing within due time, yet no later than 14 days after delivery, failing which we will cease to be liable for any faults.
- 4.2 Any right of complaint will expire as soon as the goods have been processed.
- 4.3 Claims will never entitle the buyer to suspend their payment in full or partially. If a claim is found to be valid, we will be authorised to, at our own discretion, either replace the goods, repair the goods on site or have a third party do so, or give a discount on the purchase price of the invoice to which the complaint relates.
- 4.4 Indirect damage or consequential damage is never eligible for compensation. Any compensation awarded will never exceed the invoice amount of the damaged goods.
- 4.5 If we, following a claim, opt to proceed to the repair of goods, the relevant goods for repair must be returned to us carriage paid. The same applies in cases where the buyer lodges a claim under a warranty issued by us. In case of a valid warranty claim, we can, at our own discretion, either repair or replace the goods, which would constitute full compliance with the obligations under the warranty, which does not include extension, installation, modification, or repair of other equipment and possible indirect damage.
- 4.6 Claims under the warranty are accepted only if the buyer has complied with all their obligations (financial or otherwise) towards us.
- 4.7 Insofar as the purchase agreement relates to the delivery of goods with a specific structure, dimensions, and qualities that we do not keep in our trading stock but which are supplied based on drawings, models, or the buyer's specifications, we will only issue a warranty if the order includes the drawings, models, or specifications with all the details with which the deliverable goods must comply. We must be deemed to have complied with our obligations under the warranty if we have passed these details on to our supplier(s), while we undertake to transfer all rights that we can exercise towards our supplier to the buyer.
- 4.8 We do not issue warranties for goods supplied that extend beyond the warranty issued by our supplier of the goods.
- 4.9 Needless to say, any models and drawings provided by us reflect the dimensions and other details of the goods we sell as accurately as possible. Minor deviations do not entitle the buyer to terminate compliance with the agreement. The buyer is not allowed to use any models and drawings provided to them, neither with the accompanying text nor on their own, for any purpose other than the purpose for which they were provided to the buyer.

**5. Payments**

- 5.1 Payments must be made within 30 days after the invoice date.
- 5.2 The buyer is not entitled to any kind of discount, compensation, or setoff.
- 5.3 In case of late payment, the buyer shall automatically be held in default without any reminder or notice of default being required.

- 5.4 In case of failure to pay, the buyer will also become liable to pay the following:
- statutory commercial interest from the expiry date, raised by 2 percentage points;
  - extrajudicial costs under the Regulation of Extrajudicial Collection Charges Act;
  - actual judicial costs incurred by us;
  - any exchange losses if the purchase price is not set in euros.

#### **6. Retention of title**

- 6.1 The seller will retain sole title to all delivered and deliverable items until all of the seller's current or future receivables from their buyer, and in any case those specified in Section 3:92, sub-section 2, of the Netherlands Civil Code, have been settled.
- 6.2 As long as title to the items has not passed to the buyer, the buyer shall not be allowed to pledge the items to third parties or grant third parties any other right to the items, unless this is required as part of normal business practices.
- The buyer agrees to, at the seller's first request to that effect, cooperate in creating a right of pledge on the buyer's future receivables from their customers based on onward supply of items to these customers.
- 6.3 The buyer agrees to store delivered items that are subject to retention of title with due care and attention and clearly designated as the seller's property.
- 6.4 If the buyer fails to comply with their payment obligations, has payment difficulties, or is likely to encounter payment difficulties, the seller will be entitled to recover items delivered under retention of title that are still kept on the buyer's premises. The buyer agrees to grant the seller free access to their premises and/or buildings for inspection of the items and/or to exercise rights that fall to them as the seller.
- 6.5 The provisions of 6.1 to 6.4 inclusive do not affect the other rights that fall to the seller.

#### **7. Force majeure**

- 7.1 Circumstances beyond our control and through no fault of ours that are as such that compliance with the agreement would come with disproportionate costs or cannot reasonably be expected of us on other grounds shall be classified as force majeure. In such cases, we are entitled to cancel the agreement, insofar as it has not yet been executed, or to, at our discretion, delay deliveries until the circumstances causing the situation of force majeure have ceased to exist.
- 7.2 War, the threat of war, disturbances, industrial action, transport difficulties, government-imposed import or export restrictions, interruption of the supply of business supplies, as well as any other circumstances beyond our control shall be considered force majeure, regardless of whether or not they could have been foreseen when the agreement was formed.

#### **8. Applicable law/disputes**

- 8.1 All our sales and deliveries are governed solely by Dutch law, to the exclusion of any other law.
- 8.2 Disputes of any nature ensuing from or relating to this agreement shall be referred to the competent court of the North Holland district in the Netherlands.