

## **General terms and conditions of SITECH Nederland B.V.**

1. **General.** in this Agreement, the following terms are defined as stated below:

Contractor : SITECH Nederland BV.

Principal : every (legal) person who enters into an Agreement with the Contractor.

All offers made by the Contractor, Agreements concluded and the execution thereof shall be governed by these General Terms and Conditions of Sale and Delivery. Deviations from these terms and conditions must be explicitly agreed in writing. The applicability of the General Terms and Conditions used by the Principal is hereby expressly excluded.

2. **Offers.** All offers made by the Contractor are without obligation.

If the Principal provides the Contractor with data, drawings, etc., the Contractor may assume that these data, drawings, etc. are correct and will Contractor base its offer on these.

3. **Agreement.** An Agreement will only be concluded at the moment that the Contractor has expressly accepted or confirmed the order. Any subsequent additions and/or amendments, as well as (verbal) promises made by the Contractor and/or its personnel, representative(s), agents or other intermediaries are only binding if confirmed in writing by the Contractor by a person authorised to do so. In the event of any order changes by the Principal, the Contractor is entitled to pass on the associated (extra) costs and to redetermine the delivery time. All this is subject to the prior written approval and reimbursement of the work already carried out by the Contractor. On or after entering into the Agreement, the Contractor is entitled, before (further) performance, to demand appropriate security from the Principal for the fulfilment of its obligations.

4. **Prices.** Unless stated otherwise, the prices are based on those quoted at the time of the offer or order date, and based on the applicable level of purchase prices, wages, labour costs, social and government charges, freight charges, insurance premiums and other costs; based on delivery to the Principal's company or any other place of destination indicated by the Principal; excluding VAT. In the event of an increase in one or more of the cost price components, the Contractor shall be entitled to increase the order price accordingly, with due observance of any existing statutory regulations in this respect, on the understanding, however, that any future price increases already known must be stated in the order confirmation.

5. **Delivery and delivery time.** Unless otherwise agreed, delivery shall take place EXW (Incoterms 2010). This also applies if the contractor has to assemble or commission the goods. The Principal must notify the Contractor directly and in writing of any shortfalls and/or damages present at the time of delivery no later than 24 hours after delivery, failing which the Contractor will be entitled not to entertain any complaints in this respect. The Contractor is entitled to deliver in parts (part-deliveries). The delivery period(s) indicated by the Contractor at the time of the offer are not intended to be fatal, unless agreed otherwise in writing. The Contractor is obliged to observe the delivery time as much as possible, but shall never be liable for

the consequences of exceeding it. If the delivery time is exceeded, the Contractor shall not be obliged to pay compensation of any nature whatsoever. Exceeding the delivery period does not give the Principal the right to cancel or refuse acceptance of the Agreement. In the event of extensive overrun of the delivery period, the parties will consult with each other. In the event that the goods are not accepted within the delivery period or in the event that the agreed delivery period has not been observed by the Principal, the Contractor is entitled to invoice the goods in question while the goods are then stored entirely at the Principal's expense and risk.

**6. Transport/risk.** The parties may agree that, the Contractor shall arrange for the transport in which case the risk for, among other things, loading, transport and unloading shall also rest with the Principal, who shall take out adequate insurance for this purpose.

**7. Force majeure.** Force majeure to which the Contractor can appeal includes; any circumstance as a result of which performance is prevented or will be unreasonably onerous, such as, but not limited to, strikes, absence of personnel, transport difficulties, insufficient or late supply of raw materials/parts, fire, government measures, including import and export bans, quotas, business interruptions at the Contractor or subcontractors, as well as shortcomings on the part of the Contractor or subcontractors as a result of which the Contractor or subcontractors cannot or can no longer fulfil their obligations towards the Principal.

**8. Warranty/service.** New products are covered by a warranty of 12 months after delivery (including any viewing period). Warranty for goods purchased elsewhere by the Contractor will only be given if and insofar as the original manufacturer(s) provide(s) these. Defects to delivered goods covered by the warranty will be either repaired or replaced by new delivery at the sole discretion of the Contractor. Goods that qualify for warranty work must be sent to the Contractor carriage paid; if the Contractor is required to carry out warranty work outside its own company, the Contractor is entitled to charge the Principal for travel and accommodation expenses, as well as any (special) transport costs and the costs of the testing equipment to be used. In principle, warranty work takes place within the Contractor's company (service department) during normal working hours. If it transpires that the goods offered for (warranty) repair do not show any defects, all costs incurred shall be for the account of the Principal, also during the warranty period. All warranty claims shall lapse if the Principal himself makes alteration(s) or repairs(s) to the delivered goods (or has them made) or does not use the delivered goods accurately in accordance with the supplied (factory) instructions or treats/uses them injudiciously in any other way and/or uses them for purposes other than the given original purpose. Fulfilment of the guarantee obligation shall be deemed to be the only compensation. The warranty period on parts replaced during the warranty period is 3 months.

**9. Right of retention.** On all goods belonging to Principal or kept on his behalf by Contractor, regardless of the cause, Contractor has the right of retention as long as Principal has not fulfilled all his obligations towards Contractor. The risk of the goods remains with the Principal.

**10. Liability.** The liability of the Contractor is limited to fulfilment of the following

guarantee obligations described above under article 8 or below under article 21 and is always limited to the net invoice value of the goods delivered. Except in the case of intent or deliberate recklessness, the Contractor is not liable for indirect or consequential damage, on any account or of any nature whatsoever, such as but not limited to damage due to loss of business, loss of profit, missed opportunities, both at the Principal's premises and at those of third parties. The Contractor is in any case not liable for damage caused by: injudicious use of the delivered goods or use thereof for a purpose other than that for which it is suitable according to objective standards; careless conduct on the part of the Principal, his staff or other persons engaged by him; infringement of patents, licences and/or other intellectual property rights of third parties as a result of the use of data provided by or on behalf of the Principal, such as drawings, models, designs and the like. In respect of advice provided, the Contractor shall be liable at most for an amount equal to the consultancy fee stipulated. A claim for compensation and/or repair or replacement shall lapse one year after the damage and/or the defect has been identified by the Principal by written notice or should reasonably have been identified by written notice and shall in any case lapse two years after delivery in the event of processing, checking and/or modification by the Contractor of - for example, but not limited to processing in a 3D environment - designs and/or drawings supplied by the Principal to the Contractor in order to make them suitable for use in, for example, a specific environment specified by the Principal, making designs and/or drawings suitable for use in a machine, carrying out control measurements from or setting out picquets on projects for dimensioning or carrying out control measurements on projects for making control drawings or "as build" data, the Contractor's liability, except in the case of intent or wilful recklessness, shall in all cases and for whatever reason be limited to compensation of the net invoice value of the underlying order for processing. The Contractor is not liable for - the consequences of - errors, defects and/or imperfections in drawings, designs and/or data supplied by the Principal to the Contractor.

**11. Claims.** Any complaints will only be taken into consideration if they have been received directly by the Contractor in writing within 8 days of delivery. Submitting a complaint never releases the Principal from his payment obligations towards the Contractor.

**12. Intellectual property rights.** All brochures/price lists sent with the offer and all (technical) data provided in the form of drawings, designs, models, samples, etc., as well as all other written documents, shall explicitly remain the intellectual property of the Contractor. Without the prior written consent of the Contractor, the Principal is expressly prohibited from copying such information and/or making it known to third parties in any way whatsoever and/or allowing it to be used by third parties and/or to be resold. The use of this information must be limited to personal use within the framework of the assignment provided. The Contractor is not liable for the consequences of infringement of intellectual property rights as a result of modification of a good sold and delivered by the Contractor or of application of that good in a

manner other than that prescribed by the Contractor or of integration of the good with goods not delivered by the Contractor.

**13. Retention of title and termination.** All goods delivered by the Contractor until the moment of full payment of all amounts owed by the Principal to the Contractor, for whatever reason, including future claims against the Principal, including interest and costs, shall remain the Contractor's property. The Principal is obliged to keep the delivered goods clearly separated from other goods for as long as ownership has not been transferred. If the Principal fails to fulfil any obligation arising for him from the Agreement concluded with the Contractor or from a related Agreement, or fails to do so properly or on time, or if there are good grounds for fearing that the Principal is or will be unable to fulfil his contractual obligations towards the Contractor, such as, for example, but not limited to, in the event of bankruptcy or suspension of payments, shutting down or liquidating the Principal's business, the Contractor shall be entitled, without notice of default or judicial intervention being required, either to suspend the performance of each of the Agreements or to dissolve them in whole or in part, without being obliged to pay any compensation or provide any guarantee and without prejudice to the Contractor's other rights, such as, for example, direct and full payment by the **Principal** and the right to reimbursement of costs, damages and interest. In any event, in these cases the Contractor shall be entitled to take back deliveries immediately, in which case the Principal shall cooperate at all times. In the event that goods that have not (yet) been paid for have been resold, the Principal is obliged to retain ownership and, at the Contractor's first request, to transfer all claims in this respect against third parties, up to the amount owed, to the Contractor.

**14. Payment, interest and costs.**

1. Unless otherwise agreed, payment, without set-off, also of the additional costs must be made before or at the time of acceptance or delivery of the goods sold, or by deposit or transfer to a bank account designated by the Contractor, within 30 days of the invoice date. We do not accept payment in cash but only payment by PIN, bank transfer or credit card. All payment terms are to be regarded as final deadlines. We may attach conditions to credit card payments.

2. If payment has not been made within the stated term, the Principal shall owe interest of 1.5% per (part of a) month on the outstanding amount from 30 days after the invoice date. All judicial and extrajudicial costs necessarily incurred and to be incurred for the collection of outstanding amounts shall be borne by the Principal.

**15. Cancellation.** Principal has the right to cancel the Agreement in the following cases:

that:- the Contractor when exceeding the delivery period again exceeds an agreed reasonable delivery period without justification and the Principal has stated in writing before the agreed renewal of the delivery period that he will refuse to take delivery if the delivery period is exceeded once more; - the Contractor is unable to fulfil its delivery obligation within a reasonable period of time when the Contractor informs the Principal.

Any loss or damage suffered by the Principal shall never be compensated in the event of cancellation.

In the event of cancellation or failure to take delivery of the goods to be delivered by the Contractor, the following shall apply;

The Principal owes the Contractor the following compensation;

- in the event of cancellation 8 weeks prior to delivery, 20% of the agreed price,
- in case of cancellation 6 weeks before delivery 40 % of the agreed price
- in case of cancellation 4 weeks before delivery 80% of the agreed price,
- in case of cancellation 2 weeks before delivery 100% of the agreed price

This is without prejudice to the Contractor's right to claim full compensation from the Principal in addition to this compensation for costs and loss of profit.

#### **16. General Data Protection Regulation (GDPR)**

1. The Parties shall cooperate fully to enable the other Party to fulfil its obligations under applicable laws and regulations regarding the protection of personal data. 2. In the performance of its obligations under the Agreement, the Contractor shall comply with the applicable relevant legislation and regulations with regard to the protection of personal data relating to the Principal. 3. The Contractor shall process the personal data relating to the Principal exclusively for the Principal's benefit, to the extent necessary for the fulfilment of its obligations under the Agreement. 4. The Contractor shall take appropriate technical and organisational measures to protect the personal data relating to the Principal against unauthorised or unlawful processing. 5. The Processing Agreement shall, if necessary, be attached by the Contractor as an Annex to these General Terms and Conditions of Sale and shall be signed by the Principal.

**17. Applicable law/disputes.** All offers, Agreements and execution thereof are governed by Dutch law to the exclusion of United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention).

Any disputes arising from an offer, Agreement or further Agreement arising from such an offer, Agreement or further Agreement shall, at the Contractor's option, be settled by Arbitration or shall be submitted to the competent court at the District Court of Oost Brabant.

#### **Special conditions relating to assembly and installation work.**

**18. General.** These special terms and conditions shall apply in addition to and supplementary to what is stipulated in the provisions of Articles 1 to 17 unless expressly stated otherwise below. For this purpose, the Contractor is also understood to mean a third party engaged by the Contractor for assembly/installation work.

**19. Completion.** The written order confirmation of the Contractor shall be binding concerning the installation work and the associated delivery period. The delivery period(s) start from:

1. the date on which the Agreement is concluded; 2. the date on which the Principal provides all necessary information to the Contractor.

3. the date on which the Principal has paid a stipulated down payment 4. the date on which the Principal has sent drawings, designs, etc. approved by an authorised representative to the Contractor, such after the last of the dates mentioned. If the delivery period is exceeded, the provisions of Article 5 shall apply in full. In the event of a delay in the delivery time due to force majeure on the part of the Contractor (article 8), the Principal is not entitled to refuse to take delivery of the installations or to cancel the Agreement. As long as the Principal fails to meet its obligations punctually, the Contractor may suspend delivery. The work shall only be considered to have been completed:

5. after the Contractor has informed the Principal that the work is installed, assembled and/or ready for operation. The Principal shall provide the Contractor with the required testing facilities. The absence of a component, which should have been supplied by a third party (sub-contractor), is no reason to regard the work as not having been completed.

6. After the expiry of 8 days after the Contractor has notified in writing that the work is completed/ready for operation and the Principal has failed to inspect or test the work (or have it tested) within this period; 7. After the Principal has actually put the work into use. Upon commissioning of a part, that part shall be regarded as delivered. Small non-essential defects will be repaired by the contractor as soon as possible and cannot be a reason for the Principal to withhold approval.

**20. Scope of the work.** The assembly/installation work to be carried out includes the work as described in the order confirmation and, if and in so far as agreed, the work also includes the supervision, instruction on the use and operation of the installation to be delivered to the personnel designated for that purpose by the Principal. This will be arranged in mutual consultation, without the Contractor guaranteeing a certain result with regard to the supervision/training.

**21. Contract variations.** Changes in assignment originating from the Principal or caused by a change of circumstances as a result of which the original Agreement cannot (completely) be maintained, will be executed and charged as contract variations. All within the limits of reasonableness and fairness. If contract variations deviates by more than 10% from the original sum, the parties will enter into consultation about the measures to be taken.

**22. Warranty/liability.** The warranty obligation of the Contractor is limited to repairs and/or replacement in respect of any shortcomings, provided that timely claims are made. The Contractor is not liable for: - the design of the installation and/or parts thereof as well as all other data/information, if not originating from the Contractor; - influences on the installation due to the application of materials and/or usage and/or operating instructions not originating from the Contractor;

- failure to comply strictly with the operating instructions regarding operation and/or energy supply;

- normal wear and tear and damage/wear and tear caused by overloading or influence of abnormal conditions;
- the application of legally prescribed safety requirements.

In these cases, without prejudice to the provisions of Article 8, the guarantee obligation of Contractor will lapse.

**23. Complaints.** The Principal is obliged to submit complaints in writing directly to the Contractor no later than one month after the work has been completed. Claims under the guarantee will lapse if: the repaired or overhauled work has been used injudiciously; instructions for use and/or instructions or directions provided by us have not been followed; the defects have been repaired by third parties.

**24. Payment.** In case of assembly/installation, the Contractor is entitled to payment by instalments as follows: 1/3 at the time of entering into the contract; - 1/3 when the goods or the most important parts thereof are ready for testing, inspection or dispatch.

- 1/3 within 30 days after expiry of the second term.

**25. Conditions for carrying out repairs.** If the repair c.q. overhaul is carried out in the Contractor's workshop, all transport and other costs shall be borne by the Principal and the items to be repaired or overhauled shall at all times be at the Principal's risk. If the repair or overhaul is carried out at the location where the object is located, the Principal must: ensure that the work can be carried out in a location that is sufficiently protected against the influences of the weather, that is clean and where sufficient light and, if necessary, water, etc. is available; this location must be lockable; the Principal must also ensure that all regulations with regard to safety, fire prevention, etc. are complied with; to ensure that our technicians/mechanics or employees of subcontractors can start the work immediately upon arrival on site and can carry it out undisturbed; to bear all costs that arise if our technicians or employees of subcontractors cannot start the work immediately upon arrival or are forced to interrupt it through no fault of their own, or must continue their work outside normal working hours; to provide us with all assistance that can reasonably be required including electrical energy, fuel, water, as well as scaffolding, lifting, hoisting and transport equipment; to provide us with employees free of charge at our first request; to bear all costs for work such as the dismantling of pipe and exhaust pipes, stairs, platforms, etc. necessary for the proper performance of the work as well as for the re-assembly and reinstallation thereof after repair; all necessary safety and precautionary measures have been taken and are maintained in accordance with the guidelines for VCA certified work as well as that, within the scope of assembly or installation by our technicians, all government regulations have been met to our satisfaction, to insure ourselves - and to allow this (these) insurance(s) to continue for at least the duration of the work to be carried out - against any form of damage as a result of accident and fire, caused during the preparation of or during the performance of the work assigned to us.

**26. Data usage** SITECH Nederland B.V. supplies for some services (SITECH) a data connection. The use of data on this connection is limited. Contact SITECH for information about the current limit. If excessive use is made of the data connection supplied by SITECH, SITECH may decide to terminate the data connection.