



General terms and conditions of Gusella Bakker Sales B.V.

1. General

- 1.1 These terms and conditions apply to all agreements and legal relationships entered into by us.
- 1.2 Any deviating provisions must be agreed in writing.
- 1.3 If one or more provisions from these terms and conditions prove to be invalid, this does not impair the legal effect of the remaining provisions.
- 1.4 agreement under the original conditions, we have the right to suspend compliance with our obligations, or to dissolve or terminate the agreement entirely or in part, or demand in its entirety any amount that you owe us, immediately and without any warning, notice of default or court intervention being required, without prejudice to the rights conferred on us by law, including the right to damage compensation. If we decide to suspend, dissolve or terminate the agreement, we are not required to compensate any damage or costs that arise as a result in any way.
- 1.5 Guarantees and complaints
- 1.6 We guarantee exclusively the soundness of the items supplied by us in the event of normal use with regard to any material defects. The guarantee is valid for one year from the date the item is supplied.
- 1.7 You must report to us by registered letter any visible defects within eight (8) days after the item is supplied. You must report to us by registered letter any invisible defects within eight (8) days after discovery thereof.
- 1.8 If it is established that an item is defective and you have complained about it on time, we will replace or repair the defective item, at our discretion, within a reasonable time frame. In that case you are not entitled to any form of damage compensation. All replaced parts become our property. Repair work and repairs costs outside the context of this subclause will be charged by us in accordance with our usual rates.
- 1.9 Any form of guarantee lapses if the defect has arisen as the result of normal wear and tear, inexpert or unauthorised use, incorrect maintenance, external causes such as fire or water damage, or if you modify, or have modified, the items without our permission.
- 1.10 If you do not complain on time, we have no obligation to repair or replace the item and you are deemed to have unconditionally accepted what has been delivered.
- 1.11
- 1.12 Liability
- 1.13 We have no liability for compensation of damage outside the cases cited in this clause. This limitation also applies for guaranteed obligations.
- 1.14 We are exclusively liable for damage resulting from an attributable failure in compliance with an agreement concluded with you.
- 1.15 If we are liable, we are only required to compensate direct damage. Direct damage is exclusively understood to include the reasonable costs to ascertain the cause and scope of the damage, insofar as the ascertainment relates to damage as defined in these terms and conditions, any reasonable costs incurred to ensure our defective performance conforms to the agreement, to the extent these can be attributed to us, and the reasonable costs incurred to prevent or limit damage, to the extent you demonstrate that these costs resulted in limitation of the direct damage as referred to in these general terms and conditions. We are never required to compensate indirect damage, including consequential loss, lost profits, lost savings, loss as a result of business interruption, and damage caused to persons or property.
- 1.16 If we are liable for damage, this liability is limited to the amount equal to the amount you have been invoiced for the assignment and which you have paid to us in the year in which we made the error. In no event will this damage compensation exceed the amount paid out by our insurer in the particular case.
- 1.17 We are not liable for damage caused by the fact that we based our performance on incorrect and/or incomplete information provided by you or on your behalf.
- 1.18 We are not liable for damage caused by errors or failures by third parties, by chemical effects or the induction of materials already present or used by third parties. You indemnify us against any claims from third parties that suffer damage in connection with the performance of the agreement if this damage was due to a cause that is attributable to a party other than us.
- 1.19 We are not liable if a failure by us is the result of force majeure. In these general terms and conditions, in addition to the definitions given for this in the law and case law, force majeure is defined as any circumstance beyond our control - even if this circumstance was already foreseeable at the moment the agreement was established - which permanently or temporarily prevents compliance with the agreement, as well as, to the extent not already included in this, work strikes, failure to deliver or late delivery by suppliers, late delivery by transporters, theft, fire and other serious disruptions in the business of the supplier or its own suppliers. We can suspend our obligations under the agreement for the period that the force majeure persists. If these circumstances last longer than two months, either of the parties has the right to terminate the agreement, without the obligation to compensate the other party for damage. Insofar as when the force majeure takes effect, we have already partially complied with our obligations under the agreement or will be able to partially comply with these and independent value can be ascribed to the part that has been complied with or will be complied with, we have the right to invoice separately for the portion already complied with or to be complied with. You are required to pay this invoice as if a separate agreement were involved.
- 1.20 The limitations of liability included in this article do not apply if the damage is attributable to intent or willful recklessness on our part or on the part of the managing subordinates belonging to our company management.
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- 1.22 Applicable law, competent court and other provisions
- 1.23 Exclusively Dutch law applies to all agreements and legal relationships entered into by us. The Vienna Sales Convention does not apply.
- 1.24 All disputes will be settled by the District Court of Gelderland, Arnhem location. We have the right to apply to the competent court of your place of residence to settle a dispute.
- 1.25 All legal claims to which these general terms and conditions give rise lapse by the passage of one (1) year from the supply date.
- 1.26 The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.
- 1.27

2. Quotations and prices

- 2.1 All our quotations are without obligation and do not bind us. Quotations are subject to change and errors.

- 2.2 The contract sum listed in a quotation is excluding VAT, other government levies, and any costs to be incurred in the context of the agreement, such as the costs of transport, shipping and insurance, unless otherwise stated.
- 2.3 We have the right to charge on to you any increases in labour costs and material prices.
- 2.4 Discounts granted by us apply only for the particular assignment.
- 2.5 All documents provided with the quotation, such as technical documentation, drawings, photos, designs and objects, remain our property and must be returned to us immediately on request.
- 2.6 We reserve the intellectual property rights to the documents cited in 2.5. These documents may not be reproduced and/or published without our prior written permission.

3. Agreement

- 3.1 An agreement is established through our acceptance of an oral or written assignment.
- 3.2 Before we accept an oral assignment, we may request from you a copy of the quotation or order confirmation issued by us, signed as evidence of your agreement.

4. Additional work and additional costs

- 4.1 If you assign us additional work, you must confirm this in writing immediately, failing which we have the right to confirm the assigned additional work to you in writing. This confirmation from us will serve as binding evidence of the assignment.
- 4.2 If the work to be performed by us becomes complicated, delayed and/or cannot progress normally because of circumstances beyond our control, the costs arising from this are for your account.
- 4.3 We have the right to charge you the costs resulting from regulations imposed by the central, provincial or local government or any other bodies charged with implementing universally binding regulations.

5. Delivery and assembly

- 5.1 If we have agreed or reported a deadline for the performance of certain work or the delivery of certain items, this is not a firm deadline. If a deadline is not met, you must therefore give us written notice of default.
- 5.2 If we require information from you for performance of the agreement, the performance period does not commence until you have provided us with this information correctly and in full. You guarantee to us the accuracy of the information you provide.
- 5.3 We have the right at all times to deliver in instalments the items ordered by you and/or work taken on by us.
- 5.4 Items are supplied by us 'ex warehouse', which is defined as: delivery ready for shipping from our warehouse in Elst (province of Gelderland). In the event of supply ex warehouse, the items are at your risk as soon as they have left our warehouse. You are required to accept the items at the moment they are offered to you. If you refuse to accept them or are negligent in providing information or instructions that are necessary for the delivery, we have the right to store the items at your expense and risk.

6. Retention of ownership

- 6.1 All items delivered by us remain our property until you have satisfied all payment obligations towards us under any agreement concluded with us for the supply of goods and/or performance of work, including claims relating to failure to comply with such an agreement.
- 6.2 Items supplied by us that fall under the retention of ownership may not be processed or treated, used or consumed, disposed of, or pledged or encumbered in any other way.
- 6.3 We are authorised at all times to recover at your expense items falling under the retention of ownership without prior notice of default or court intervention being required.
- 6.4 You must insure and keep insured anything supplied under retention of ownership against fire, explosion and water damage as well as theft. In the event this insurance pays out, we are entitled to these proceeds. You must notify your insurer of this.

7. Payment conditions, interest and costs, and termination

- 7.1 All payments must take place as follows: 30% upon assignment and 70% prior to shipping (in the event of goods) or start of work (in the event of work).
- 7.2 Our invoices must be paid within thirty (30) days after invoice date, without any discount or set-off. Suspension of the payment obligation is excluded, even if you object or have objected to the (amount of the) invoice. Payment must be made in euros.
- 7.3 If payment is not made within the payment term, you are in default by operation of law. In that case you owe interest of 1% per month or part of a month counted from the due date of the invoice until the date of payment in full. You also owe the extrajudicial collection costs in that case. These are set at 15% of the amount owed, with a minimum of €200, without prejudice to the right to full damage compensation if the actual costs incurred by us are higher. In the event of a court case, all court costs incurred by us are also at your expense, even to the extent these exceed the court-approved scale of costs.
- 7.4 If you cancel an assignment issued and this cancellation comes before we have started performance of that assignment, you owe us compensation for costs incurred and loss of profit in the amount of 30% of the agreed contract sum, without prejudice to our right to full damage compensation if the actual loss suffered by us is higher.
- 7.5 If (a) you fail to comply, comply fully or comply on time with any obligation you have pursuant to law or under this agreement, or if after concluding this agreement we become aware of circumstances that give good reason to fear you will not comply with this obligation; (b) you are in a state of bankruptcy or have been granted a moratorium on payments, an application

transferred, or if attachment is levied against you and is not lifted within 30 days after levy; or (c) if, because of delays on your side, we can no longer be expected to comply with the agreement under the original conditions, we have the right to suspend compliance with our obligations, or to dissolve or terminate the agreement entirely or in part, or demand in its entirety any amount that you owe us, immediately and without any warning, notice of default or court intervention being required, without prejudice to the rights conferred on us by law, including the right to damage compensation. If we decide to suspend, dissolve or terminate the agreement, we are not required to compensate any damage or costs that arise as a result in any way.

8. Guarantees and complaints

- 8.1 We guarantee exclusively the soundness of the items supplied by us in the event of normal use with regard to any material defects. The guarantee is valid for one year from the date the item is supplied.
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- 8.5 If you do not complain on time, we have no obligation to repair or replace the item and you are deemed to have unconditionally accepted what has been delivered.

9. Liability

- 9.1 We have no liability for compensation of damage outside the cases cited in this clause. This limitation also applies to guaranteed obligations.
- 9.2 We are exclusively liable for damage resulting from an attributable failure in compliance with an agreement concluded with you.
- 9.3 If we are liable, we are only required to compensate direct damage. Direct damage is exclusively understood to include the reasonable costs to ascertain the cause and scope of the damage, insofar as the ascertainment relates to damage as defined in these terms and conditions, any reasonable costs incurred to ensure our defective performance conforms to the agreement, to the extent these can be attributed to us, and the reasonable costs incurred to prevent or limit damage, to the extent you demonstrate that these costs resulted in limitation of the direct damage as referred to in these general terms and conditions. We are never required to compensate indirect damage, including consequential loss, lost profits, lost savings, loss as a result of business interruption, and damage caused to persons or property.
- 9.4 If we are liable for damage, this liability is limited to the amount equal to the amount you have been invoiced for the assignment and which you have paid to us in the year in which we made the error. In no event will this damage compensation exceed the amount paid out by our insurer in the particular case.
- 9.5 We are not liable for damage caused by the fact that we based our performance on incorrect and/or incomplete information provided by you or on your behalf.
- 9.6 We are not liable for damage caused by errors or failures by third parties, by chemical effects or the induction of materials already present or used by third parties. You indemnify us against any claims from third parties that suffer damage in connection with the performance of the agreement if this damage was due to a cause that is attributable to a party other than us.
- 9.7 We are not liable if a failure by us is the result of *force majeure*. In these general terms and conditions, in addition to the definitions given for this in the law and case law, *force majeure* is defined as any circumstance beyond our control - even if this circumstance was already foreseeable at the moment the agreement was established - which permanently or temporarily prevents compliance with the agreement, as well as, to the extent not already included in this, work strikes, failure to deliver or late delivery by suppliers, late delivery by transporters, theft, fire and other serious disruptions in the business of the supplier or its own suppliers. We can suspend our obligations under the agreement for the period that the *force majeure* persists. If these circumstances last longer than two months, either of the parties has the right to terminate the agreement, without the obligation to compensate the other party for damage. Insofar as when the *force majeure* takes effect, we have already partially complied with our obligations under the agreement or will be able to partially comply with these and independent value can be ascribed to the part that has been complied with or will be complied with, we have the right to invoice separately for the portion already complied with or to be complied with. You are required to pay this invoice as if a separate agreement were involved.
- 9.8 The limitations of liability included in this article do not apply if the damage is attributable to intent or wilful recklessness on our part or on the part of the managing subordinates belonging to our company management.

10. Applicable law, competent court and other provisions

- 10.1 Exclusively Dutch law applies to all agreements and legal relationships entered into by us. The Vienna Sales Convention does not apply.
- 10.2 All disputes will be settled by the District Court of Gelderland, Arnhem location. We have the right to apply to the competent court of your place of residence to settle a dispute.
- 10.3 All legal claims to which these general terms and conditions give rise lapse by the passage of one (1) year from the supply date.
- 10.4 The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.

Please be aware that due to the COVID-19, commonly known as coronavirus, we cannot guarantee that we will be able to respect the time for delivery, as mentioned. There may certainly be consequences for the time of delivery resulting from the COVID-19, but we cannot reasonably foresee to which extent. We therefore expressly stipulate that the time for delivery is only indicative and may be exceeded, due to the consequences of the COVID-19, e.g. for the manufacturing process, the supply of components by subcontractors, the transport of products, access to sites, etc.

By acceptance of our present quotation and/or order confirmation, including this express stipulation for the time for delivery and delay, you agree that we will not be liable for any of your costs and damages resulting from delay in our delivery due to the COVID-19 and that we will be allowed to suspend delivery until the consequences of the COVID-19 can reasonably be overcome, taking all circumstances into account. Any agreed liquidated damages and/or penalties which would become due in case of delay will not be due if and insofar as the delay is a result of the COVID-19.