

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

**Zuid Nederlandse Buizen B.V.**

**1 August 2025**

### **Article 1 : Applicability**

- 1.1. Where the term "CONTRACTOR" is used hereinafter, this shall mean Zuid Nederlandse Buizen B.V., with its registered office at Ankerkade 135, 6222 NL Maastricht. Where the term "CLIENT" is used hereinafter, this shall mean the (prospective) buyer, (prospective) client and/or (prospective) hirer and, in general, the other party of the contractor.
- 1.2. These terms and conditions shall apply to all current and future offers that the contractor makes, all current and future agreements that the contractor concludes and all agreements in which the contractor undertakes to supply or hire out items and/or services and that may result from the aforementioned.
- 1.3. Any purchase terms and conditions, or other terms and conditions, of the client shall not bind the contractor and are expressly rejected.
- 1.4. Trade terms used in offers, order confirmations or otherwise shall be interpreted in accordance with the ICC Incoterms produced by the International Chamber of Commerce and in force at the time of conclusion of the agreement.

### **Article 2: Agreement**

- 2.1. Offers, price lists and other communications from the contractor shall not bind the contractor until the latter has expressly confirmed the instruction in question in writing. Verbal promises and agreements with employees of the contractor shall only bind the contractor after they have been explicitly confirmed in writing as well.
- 2.2. In the event of a discrepancy between the order of the client and the confirmation of the contractor, the confirmation of the contractor alone shall be binding.
- 2.3. The contractor shall be entitled, if in its reasonable opinion the financial situation of the client gives cause to do so, to demand advance payment or security and, in anticipation thereof, to suspend full or partial performance of the agreement. If the aforementioned advance payment is not made, or security is not provided to the reasonable satisfaction of the contractor, the contractor shall be entitled to dissolve the agreement by a single written statement and without judicial intervention, without

prejudice to the right of the contractor to compensation, if there are grounds for such, and without the client being able to assert any claims for compensation.

- 2.4. The items shall be sold and delivered or hired out subject to the usual tolerances for dimensions, quantities and weights, unless expressly agreed otherwise.
- 2.5. Unless expressly agreed otherwise, samples, models, images, brochures and general sales information - on the website of the contractor, for example - shall be provided for indicative purposes only and shall not bind the contractor. Deviations in colour, shape, dimensions, weight, quality or other specifications shall not entitle the client to any claims against the contractor. The contractor shall not accept liability for any inaccuracies or discrepancies in such indicative information.
- 2.6. If the client provides the contractor with data, drawings and suchlike, the contractor may assume their accuracy and shall base its offer on them. The contractor shall never be liable for any damage or loss resulting from the inaccuracy of information that the client has provided.

### **Article 3: Advice, designs and materials**

- 3.1. The client shall not be able to derive any rights from advice and information received from the contractor if the aforementioned do not directly relate to the instruction.
- 3.2. The client shall be responsible for the drawings and calculations produced by or on its behalf and for the functional suitability of the materials prescribed by or on its behalf.
- 3.3. The client shall indemnify the contractor against any third-party claims regarding the use of drawings, calculations, samples, models and suchlike provided by or on behalf of the client and for the use of materials prescribed by the client.
- 3.4. The client may examine the materials that the contractor wishes to use at its own expense before processing the said materials (or have the aforementioned examined). If the contractor sustains damage or loss as a result, the client shall bear the said damage or loss.

#### **Article 4: Delivery period**

- 4.1. The contractor shall agree approximate delivery periods, which shall always be subject to unforeseen circumstances. Agreed delivery periods shall not be strict deadlines.
- 4.2. When determining the delivery period, the contractor shall assume that it is able to carry out the instruction under the circumstances known to it at that time.
- 4.3. The delivery period shall start when agreement has been reached on all technical details, all necessary data, final drawings and suchlike are in the possession of the contractor, the agreed payment or instalment has been received and the conditions necessary for performance of the instruction have been fulfilled.
- 4.4. Extension of delivery period:
  - a. If circumstances arise other than those known to the contractor when it determined the delivery period, the contractor may extend the delivery period by the time necessary to carry out the instruction in the circumstances in question. If the work cannot be incorporated into the schedule of the contractor, it shall be completed as soon as the schedule allows.
  - b. If additional work is necessary, the delivery period shall be extended by the time required to deliver the materials and parts (or cause the delivery of the said materials and parts) and carry out the additional work. If the additional work cannot be incorporated into the schedule of the contractor, it shall be completed as soon as the schedule allows.
  - c. In the event of a suspension of obligations by the contractor, the delivery period shall be extended by the duration of the suspension. If continuation of the work cannot be incorporated into the schedule of the contractor, it shall be completed as soon as the schedule allows.
  - d. In the event of unworkable weather, the delivery period shall be extended by the resulting stagnation time.
- 4.5. Without prejudice to the provisions of Article 4.4 and also except where force majeure is the case, failure to meet the indicated or agreed delivery period shall not entitle the client to dissolve the agreement and/or claim compensation.

#### **Article 5: Guarantee and complaints**

- 5.1. The contractor shall guarantee that the items to be delivered are free of material and manufacturing defects. Parts containing material and manufacturing defects shall be replaced free of charge. The contractor shall not be bound by any further guarantee. The guarantee shall expire six months after delivery.

- 5.2. The contractor shall deliver repaired and/or replaced parts Ex-Works. Replacements and/or repairs shall not lead to an extension of the guarantee period referred to in Paragraph 1. The client shall bear costs related to import or export or other additional costs.
- 5.3. If the parties agree to a different guarantee scheme, it shall explicitly apply instead of and not in addition to the guarantee referred to in Paragraph 1.
- 5.4. Any right to return and complain shall lapse if the items delivered have been used, processed and/or supplied on to third parties. Any guarantee of the contractor shall lapse as a result of the adjustment, maintenance or repair of the items by parties other than (those designated by) the contractor, as well as in the event of the misuse, inexpert use or incorrect storage of the items, use contrary to the use and safety instructions of the items or external circumstances.
- 5.5. The client shall be obliged to examine the items delivered, or have them examined, as soon as the items are made available to it or the relevant work has been carried out respectively - being within 24 hours at the latest.
- 5.6. The client shall also be required to examine whether the quality and/or quantity of the items delivered correspond and/or corresponds to what has been agreed and meet and/or meets the requirements the parties have agreed in this respect. Visible defects shall be reported to the contractor in writing within five days of delivery. Non-visible defects shall be reported in writing to the contractor immediately, but in any event within five days of their discovery. The report shall describe the defect in as much detail as possible, so the contractor is able to respond adequately. The client shall give the contractor the opportunity to investigate a complaint (or have it investigated).
- 5.7. If the deadlines referred to in the previous paragraph are not met, this shall result in the forfeiture of all rights of the client.
- 5.8. The consideration of returns and complaints shall not affect the payment obligation of the client.
- 5.9. The client shall give the contractor the opportunity to investigate the complaint. To this end, the client shall place the items delivered, or the remainder thereof, at the disposal of the contractor, failing which any right of complaint of the client shall lapse.
- 5.10. If a complaint is justified, the contractor shall, at its discretion, credit the purchase price, replace, supplement or, repair the items delivered or grant the client a discount for the items in question. The client shall not be entitled to compensation.
- 5.11. Deviations and differences in quality, colour or finish that are relatively minor, customary in trade or technically unavoidable may not constitute grounds for

complaint. If the items delivered are wrongly returned, the contractor shall return the items delivered to the client and the client shall then bear the costs of the return.

- 5.12. If it is established that a complaint is unfounded, the client shall bear the costs incurred as a result, including the investigation costs incurred on the part of the contractor.
- 5.13. Unless expressly agreed in writing, the contractor shall not guarantee or warrant that the items purchased or leased are suitable for the specific purpose for which the client wishes to use them.
- 5.14. Contrary to the statutory limitation periods, the limitation period for all claims and defences against the contractor and third parties that the contractor engages in performance of an agreement shall be one year

## **Article 6: Liability**

- 6.1. Under no circumstances shall the contractor be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to: transport costs, travel and accommodation expenses, costs of (dis)assembly and/or (re)installation, reduction or loss of turnover or profit, business interruption, third-party claims against the client, contractual or administrative penalties forfeited by the client, damage to image or loss of business opportunities, even if the contractor was informed of or should reasonably have been aware of the possibility of such forms of damage.
- 6.2. The liability of the contractor shall further be limited to the total invoice amount payable by the client (excluding VAT) for the agreement in question and, in the event of a continuing performance agreement, for the total amount invoiced (excluding VAT) in respect of the said agreement in the twelve months preceding the loss-causing event. In any event, the liability of the contractor shall be limited to the amount paid out by its insurer in the case in question.

## **Article 7: Transport**

- 7.1 If the items to be delivered are ready for acceptance by the client, regardless of the agreed mode of transport, and the contractor has notified the client accordingly, the client shall be obliged to accept delivery immediately. Failure to comply with the aforementioned obligation shall entitle the contractor to store, or keep the items in storage, at the expense and risk of the client, and to invoice the client without the possibility for the client to refuse payment thereafter on the grounds that delivery has not actually taken place yet.
- 7.2 The client shall be required to unload as quickly as possible at the agreed place of delivery, which unloading shall take place at the expense and risk of the client. In the event of failure to comply with this obligation, the provisions of Article 7.1. shall apply *mutatis mutandis*.
- 7.3 The means of transport shall be at the discretion of the contractor. The means of transport chosen shall not affect the provisions of Article 9.1.

## **Article 8: Price and payment**

- 8.1. The prices that the contractor specifies shall be exclusive of turnover tax and other government charges applicable to the sale and delivery and shall be based on delivery Ex Works (Incoterms). If one or more cost price factors (including but not limited to raw material prices, wages, transport costs or other product-related costs) increase after the date of the agreement, even if due to foreseeable circumstances, the contractor shall be entitled to increase the agreed price accordingly. The same shall apply if a fixed price has been agreed. Payment of the price increase shall take place simultaneously, being payment of the principal sum or, if payment is made in instalments, the last instalment.
- 8.2. Each payment shall be made within thirty days of the invoice date, without any deduction and without the client being entitled to any discount or set-off not expressly agreed. Different payment arrangements shall be agreed in writing. The right of the client to suspend its obligations or set off any claims against the contractor shall be expressly excluded.
- 8.3. The client shall be deemed to be in default by operation of law without a summons or notice of default being required if payment in full has not been received when the period referred to in Article 8.2 expires. Default shall also be the case if a judicial or extrajudicial suspension of payment, liquidation or debt restructuring arrangement has been applied for or has been ordered with regard to the client.
- 8.4. In the situation referred to in the preceding paragraph, the client shall be required to pay interest to the contractor with effect from the due date until the date of payment in full of that which remains unpaid, at a rate of 3% above the statutory commercial interest rate in force in the Netherlands. If the contractor is forced to take judicial or

extrajudicial measures due to payment not being made on time, the client shall bear all resulting costs, which shall be at least 15% of the outstanding claim, subject to a minimum of Euro 150, without prejudice to the right of the contractor to full compensation.

- 8.5. Irrespective of instructions or payments to the contrary, the contractor shall be entitled to apply payments received from the client to the amounts owed for deliveries, interest and/or costs in the order of its choice.
- 8.6. The contractor shall be entitled to suspend the delivery of items if and as long as the client fails to fulfil any obligation to the contractor under the agreement, or fails to do so in full, properly or on time. If the client is in default, the contractor shall be entitled to dissolve the agreement by private letter with immediate effect and without being obliged to compensate any damage or loss on the part of the client.
- 8.7. If the client has supplied items and the contractor is prepared to use them, the contractor may charge a maximum of 20% of the market price of the items supplied.

#### **Article 9: Force majeure**

- 9.1. If fulfilment of an obligation cannot reasonably be required of the contractor due to a force majeure situation, the contractor shall be entitled to suspend performance. If the force majeure situation lasts more than two months, both parties shall be entitled to dissolve the agreement in respect of the items affected by force majeure by a single written declaration for the future, without either party being liable to pay compensation. Force majeure on the part of the contractor shall always include but not be limited to:
  - a. business disruption or business interruption of any kind, irrespective of how it arises;
  - b. delayed or late delivery or other shortcomings by one or more suppliers of the contractor or by a third party or parties;
  - c. transport difficulties or transport impediments of any kind, as a result of which transport to the company of the contractor or from the company of the contractor to the client is hindered or impeded;
  - d. import and export restrictions of any kind;
  - e. war (whether declared or not), armed conflict, terrorist attacks, riots, civil unrest, natural disasters (such as earthquakes, floods, storms and other extreme weather conditions), epidemics, pandemics, quarantine restrictions,

government measures, strikes and breakdowns of energy or telecommunications networks;

#### **Article 10: Changes to the work**

- 10.1. Changes to the work shall result in more or less work in the following situations amongst others:
- a. If there is a change in the design or specifications;
  - b. If the information that the client provides is inaccurate and more or less work is necessary as a result;
  - c. If the quantities estimated are deviated from by more than 10%.
- 10.2. Additional work shall be calculated on the basis of the value of the price-determining factors applicable when the additional work is carried out and based on the rates of the contractor applicable at that time. Less work shall be settled on the basis of the value of the price-determining factors applicable when concluding the agreement.
- 10.3. If the balance of the less work exceeds the balance of the more work, the contractor may charge the client 10% of the difference of the balances in the final invoice. This provision shall not apply to less work resulting from a request by the contractor.

#### **Article 11: Retention of title**

- 11.1. All items delivered shall remain the exclusive property of the contractor until the client has fulfilled all obligations - arising from or related to agreements under which the contractor has undertaken to deliver. Until that time, the client shall be obliged to keep the items that the contractor has delivered separate from other items and clearly identified as the property of the contractor.
- 11.2. The retention of title shall not affect the right the client has to sell the items to clients as part of the normal course of its business or its right to process the items, until the contractor exercises its right to terminate the aforementioned rights of the client due to the failure of the client to fulfil its obligations towards the contractor. In the latter situation, the contractor shall be entitled to repossess the items delivered; the client shall render all cooperation in this respect.
- 11.3. The client shall undertake to insure and keep insured the items delivered under retention of title against fire, explosion, water damage and theft and also to make the relevant insurance policy available for inspection by the contractor when requested to



do so. The contractor shall be entitled to any insurance payments made under the insurance policy.

## **Article 12: Hiring out items**

- 12.1. Items that the contractor makes available to the client under a hire agreement shall remain the property of the contractor at all times, regardless of the term of the agreement.
- 12.2. Without the written consent of the contractor, the client shall not be permitted to subhire, offer for sale, sell, transfer, encumber or in any other way cede or give the items for use to third parties.
- 12.3. The client shall undertake to treat the items with due care and diligence and to use them solely in accordance with the purpose specified in the hire agreement. When the agreed hire period ends, the client shall be obliged to return the hired items to the contractor in good condition, barring normal wear and tear.
- 12.4. The client shall be liable for all damage to and loss of the hired items during the hire period, barring normal wear and tear. The client shall notify the contractor of any damage or loss without delay.
- 12.5. The client shall be fully responsible and liable for the items hired from the time of delivery until the said items are returned to the depot of the hirer.

## **Article 13: intellectual property, confidentiality and privacy**

- 13.1. All intellectual property rights vested in or relating to the items delivered or hired, including modifications, manuals and other related documents or items, shall remain the property of the contractor or its licensors.
- 13.2. If the client will require a licence to use the intellectual property rights, the contractor shall grant the client a non-exclusive, non-transferable and non-sublicensable licence to use the intellectual property rights to the extent necessary and for as long as necessary under the agreement.
- 13.3. Without the prior written consent of the contractor, the client shall not be permitted to make any changes to the items that contractors delivers, makes available or hires out if the said items are subject to the intellectual property rights vested in the contractor. Nor shall the client be permitted to reproduce, disclose or otherwise exploit the said items beyond the agreed use.
- 13.4. The parties shall undertake to maintain the strict confidentiality of all confidential information received from each other under this agreement. Confidential information shall be understood to mean any information designated as confidential or information

that is reasonably known to be confidential. Unless agreed otherwise in writing, this obligation shall apply both during the term of the agreement and for five years after its termination.

- 13.5. When processing personal data, the parties shall observe all applicable laws and regulations, including the General Data Protection Regulation. Should the contractor need to process personal data for the client at any time, the parties shall draw up and enter into a processing agreement to this end.

#### **Article 14: Other provisions**

- 14.1. If one or more provisions of these terms and conditions is or are null and void or is or are annulled, the remaining provisions of these terms and conditions shall continue to apply in full and be fully enforceable. In replacement of the void or nullified provision or provisions, the parties shall agree on new terms and conditions, taking into consideration the object and purport of the original provision or provisions as much as possible.
- 14.2. All additions and amendments to agreements concluded between the contractor and the client as well as any further arrangements shall only apply if agreed in writing.
- 14.3. The contractor shall reserve the right to amend and/or add to these terms and conditions at any time. The client shall be notified in writing or electronically, by e-mail, of all such amendments and/or additions, which shall take effect one month after the date of such notification, unless stated otherwise in the notification.
- 14.4. Without the prior, written consent of the contractor, the client may not assign the agreements and rights and obligations or claims of the client against the contractor to third parties in any way whatsoever. The contractor shall not withhold such consent on unreasonable grounds.
- 14.5. Dutch law shall govern all agreements into which the contractor enters. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall not apply; nor shall any existing or future international regulations on the sale of movable tangible property apply if the parties are able to exclude the effect of such existing or future international regulations.
- 14.6. Any disputes that might arise between the parties shall be settled exclusively by the competent court in the Netherlands within the jurisdiction of which the place of business

of the contractor is located, unless the law has declared another court competent by rules of mandatory law.

- 14.7. Insofar as these General terms and conditions of sale and delivery have also been drawn up in a language other than Dutch, the Dutch text shall always be decisive in the event of differences.