

## **Supply conditions.**

### **Art. 1. General.**

1. These delivery conditions apply to all offers, assignments, agreements and commitments of whatever named, of RVS Afvoergoten bv - hereinafter referred to as: RVS Afvoergoten -, with third parties - hereinafter referred to as: the other party or the buyer - as well as the execution of that. These conditions can only be deviated from by means of a document signed by the management of RVS Afvoergoten, in which case for the rest these conditions will continue to apply and the deviating conditions exclusively apply to the assignment for the purpose on which these have been agreed. The applicability of general (purchase) conditions of the other party or buyer is hereby expressly rejected by RVS Afvoergoten.
2. In these terms of delivery, goods are understood to mean all products, goods and / or materials delivered by RVS Afvoergoten.
3. Agreements or agreements with members of the personnel of RVS Afvoergoten, do not bind RVS Afvoergoten, unless they have been confirmed in writing by the management of RVS Afvoergoten. As members of the personnel, all employees and employees who do not form part of the management of RVS Afvoergoten are to be considered in this connection.
4. By providing an (oral or written) order or starting the execution thereof, the buyer is deemed to fully agree with the applicability of these general terms and conditions of delivery. Deviations from these general terms of delivery must always be explicitly agreed in writing with RVS Afvoergoten in advance and only apply to the specific quotation or agreement for which they have been agreed.
5. If one or more provisions of these general delivery conditions are invalid, the other provisions of these general delivery conditions remain fully applicable. The management of RVS Afvoergoten and the buyer will then enter into consultation to agree on new provisions to replace the invalid provisions, which approach as closely as possible the invalid provision (s) to be replaced in terms of purpose and purport.

### **Art. 2 Offers.**

1. All offers made by or on behalf of RVS Afvoergoten are non-binding and valid for 30 days unless otherwise agreed in the offer. The agreement is deemed to have been concluded only when RVS Afvoergoten has confirmed this in writing and the buyer has not objected to this in writing within 8 days of the date of this confirmation. The date of the conclusion of the agreement will be the date of the written confirmation by RVS Afvoergoten. Any additional agreements made or changes made later are only valid if RVS Afvoergoten has confirmed these in writing and the purchaser has not objected to this in writing within 8 days.
2. RVS Afvoergoten retains the copyright on the images, drawings, sketches, designs, prototypes, models, and calculations provided with the offer or on other occasions. These shall remain the property of RVS Afvoergoten and may not be copied or shown to third parties or made available in any other way without the explicitly prior written consent of RVS Afvoergoten. At the request of RVS Afvoergoten, these must be returned RVS Afvoergoten without delay. Images, drawings, designs, prototypes, models, calculations and calculations or in any other way provided assignments with regard to size, weight, capacity or results provided by RVS Afvoergoten do not bind RVS Afvoergoten, unless these are expressly guaranteed in writing by RVS Afvoergoten; incidentally, these statements are deemed to have been provided approximately.
3. RVS Afvoergoten has the right, if the assignment or execution of work is not granted to it, all costs (including labor) that RVS Afvoergoten has had to make to prepare the offer to the other party, unless explicitly agreed otherwise in writing. The provisions in art. 3 applies accordingly.

### **Art. 3 Drawings, models, molds and molds.**

1. All drawings, samples, models, molds, and other equipment manufactured by order of the other party by RVS Afvoergoten - hereafter collectively referred to as: the material - remain the property of RVS Afvoergoten, unless explicitly agreed otherwise in writing, also if and insofar as the costs of manufacturing have been or will be paid in whole or in part by the other party. The storage of the material made available by the other party is at the expense and risk of the other party. No obligation is accepted to insure against fire damage, theft or other damage. All maintenance, change or renewal thereof for the benefit of the other party is at his expense.
2. After a period of two years, starting from the last order, RVS Afvoergoten, one month after it has given the other party written permission to take the material, has the right to dispose of it

without being obliged to pay any compensation. Return of the material is at the expense of the other party ex works. This indemnifies RVS Afvoergoten for every claim of third parties, resulting from the use of material made available by the other party, as well as for all resulting costs. RVS Afvoergoten is not liable for deviations between the drawings sent by the other party and the models made available by them, nor for the efficiency of the material and the articles produced thereby or made therewith.

#### **Art. 4 Delivery times and force majeure.**

1. The delivery times stated by RVS Afvoergoten apply from the date of the written confirmation as referred to in art. 2 of these conditions. These delivery times are only approximate and can never be regarded as a deadline.
2. In the event of force majeure and other circumstances of such a nature that reasonable (timely) performance of the transaction can not be demanded from RVS Afvoergoten, including the case that RVS Afvoergoten is not, by reason of its own suppliers, able to deliver - the delivery time will be extended by a period equal to that of the continuation of those circumstances. If after acceptance of the assignment it appears that this is not feasible as a result of circumstances unknown to RVS Afvoergoten, RVS Afvoergoten has the right to demand that if possible the assignment be modified in such a way that the execution will be possible. Should the extension of the delivery time in the opinion of RVS Afvoergoten run more than three months, or fulfillment is completely impossible then RVS Afvoergoten is entitled to cancel the transaction for the part that has not yet been carried out. If there is partial execution, the buyer will owe a proportional part of the total price.
3. Exceeding the delivery times - for whatever reason - RVS Afvoergoten does not oblige the buyer to any compensation of damage suffered by the buyer or by third parties, unless the overshoot has arisen due to intent or gross negligence on the part of managers or managers of RVS Afvoergoten. Nor does the buyer acquire any right to dissolve the agreement or to fail to comply with any obligation that may be imposed on him on account of the transaction in question or another transaction entered into with him by exceeding the delivery times. However, in case of a very significant exceeding of the stated delivery time, the buyer, after having given written notice of default to RVS Afvoergoten and having given a reasonable period of time to fulfill its delivery obligations, will be entitled to dissolve the agreement. Dissolution does not, however, entitle the buyer to compensation against RVS Afvoergoten, nor the right to non-fulfillment of any obligation that may rest on him on account of other transactions entered into with him.

#### **Art. 5 Delivery and shipping.**

1. RVS Afvoergoten undertakes to deliver the agreed quantity, unless market or production disruptions make it necessary to reduce the agreed quantity. RVS Afvoergoten will notify the buyer of a disturbance as referred to in the previous sentence of this article, after which it will be entitled to deliver a smaller quantity that it can reasonably determine.
2. If delivery has been agreed carriage paid, this means that the costs for transport to the agreed place of destination are included in the price to be charged by RVS Afvoergoten. These deliveries are made by means of transport on the paved road (provided this road is suitable for this transport) with the exception of Islands. Unless agreed otherwise, the warehouse / processing area of RVS Afvoergoten applies as the place of delivery. The delivery is deemed to have taken place if the goods are available for transport to the buyer at a location on its site or elsewhere to be designated by RVS Afvoergoten.
3. The buyer undertakes the receipt of the goods and ensures immediate and effective unloading at the agreed location. If assistance is granted by RVS Afvoergoten during unloading, this shall take place without it accepting any liability for this. Should the buyer fail to receive the goods, they will be unloaded by RVS Afvoergoten at the agreed location at the risk and expense of the buyer. Unless otherwise agreed in writing, RVS Afvoergoten is authorized to deliver an order in its entirety or, after successive availability, the goods in parts. If RVS Afvoergoten delivers in parts, RVS Afvoergoten is entitled to request payment per invoice relating to a partial delivery in accordance with the applicable payment conditions.
4. RVS Afvoergoten is not obliged to perform installation work in connection with its deliveries, unless otherwise agreed in writing.

#### **Art. 6 Execution of assignment.**

1. The assignment is carried out by mutual agreement between RVS Afvoergoten and the other

party, but the manner in which the order is executed is determined by RVS Afvoergoten. The other party is obliged to provide all documents, drawings and materials that RVS Afvoergoten needs in order to carry out the order properly and to provide it with all necessary information and cooperation, if requested by RVS Afvoergoten, without any costs being charged by the other party. If RVS Afvoergoten so wishes and it deems this important for the proper execution of the assignment, the other party and / or its or its employees are obliged to consult with RVS Afvoergoten in this regard and to lend it full cooperation in this regard.

2. RVS Afvoergoten has the right to use or to be assisted by third parties in the performance of the assignment, without informing the counterparty of this and without the counterparty being able to object to this, with due regard for the reasonableness.

3. RVS Afvoergoten make every effort to execute the assignment to the best of its ability. However, it can never be held to execute an assignment that infringes a right, is in conflict with a legal duty or with that which, according to the unwritten law, is suitable in society.

4. RVS Afvoergoten is only obliged to cancel or change the order if it has been confirmed in writing and has been accepted by it.

5. RVS Afvoergoten reserves the right to make minor changes to the assignment, without being liable for damages and / or without the other party having the right to terminate the contract or to have it dissolved.

6. In the event of a defect in the order, RVS Afvoergoten has the right to rectify this within a reasonable period, without being obliged to pay compensation and / or without the other party having the right to terminate the contract or to have it dissolved, with due regard for reasonableness and fairness.

7. The assignment will be carried out by RVS Afvoergoten during the normal opening times of the company, unless otherwise agreed.

#### **Art. 7 Creditors' default.**

1. If the other party does not take delivery of the goods before the expiry of the delivery period and / or the other party refuses the goods, RVS Afvoergoten can put the goods in storage for the account and risk of the other party, including the risk of deterioration in quality. During the storage, the other party can remedy its default by accepting what is in storage. The other party must without delay be notified of this storage in writing, with submission of the invoice for the delivery.

2. All costs made and to be incurred by RVS Afvoergoten in connection with the storage of the goods are at the expense of the other party.

#### **Art. 8 Right of retention.**

1. RVS Afvoergoten is entitled to suspend the delivery of goods, materials and other goods from the other party or third parties under the order until all payments to RVS Afvoergoten have been made.

#### **Art. 9 Risk and ownership transfer.**

1. The ownership of goods delivered by RVS Afvoergoten will first pass to the buyer after it has paid to RVS Afvoergoten everything regarding the delivery of those goods (including not only the purchase price but also any interest and costs) is due.

2. If the buyer has delivered goods before the property has been transferred to him, the buyer shall be the custodian of the goods in relation to RVS Afvoergoten; the buyer is obliged to express a reservation to that effect upon delivery. The buyer and / or the custodian must first indicate the place where the goods in question are stored and enable RVS Afvoergoten to take back the goods.

3. As long as the property has not been transferred to the buyer, the latter may not pledge the goods, establish a silent right of pledge on behalf of a third party or grant third parties any other right thereto. If third parties wish to establish or assert any right to the goods delivered under retention of title, the buyer is obliged to inform RVS Afvoergoten of this immediately in writing. In the unlikely event that the buyer does not fulfill one of its obligations, RVS Afvoergoten is authorized to collect the goods delivered by RVS Afvoergoten for which, as previously stated, no full payment has been obtained, as the property of RVS Afvoergoten to be recovered both from the buyer and from third parties after delivery as aforementioned. The buyer shall be credited by RVS Afvoergoten for the purpose of the return of the aforementioned goods for the value that can reasonably be attributed to these goods at the discretion of RVS Afvoergoten, less the costs of

the collection, without prejudice to the right of RVS Afvoergoten to compensation of the damage resulting from this for RVS Afvoergoten. If the goods are processed, RVS Afvoergoten also remains the owner of the processed goods, even if another product is created by processing.

4. To provide further security for the full payment of all claims that RVS Afvoergoten may have or obtain on the buyer, RVS Afvoergoten is entitled to stipulate a silent right of pledge on all goods delivered by RVS Afvoergoten to the buyer and to all claims which the buyer, in respect of goods delivered by RVS Afvoergoten and / or work performed on his customers.

5. The buyer agrees to the first claim of RVS Afvoergoten to report all existing and future claims that the buyer has on its buyers, as referred to in the previous paragraph of this article, and to co-sign a document to be drawn up by RVS Afvoergoten in this respect and also to co-operate in the realization of the (silent) right of pledge. RVS Afvoergoten is authorized to notify the pledge to the debtor of the pledged claim.

6. In the event of seizure, suspension of payment or bankruptcy, the buyer must immediately notify RVS Afvoergoten of this in writing. In the event of seizure, suspension of payment or bankruptcy or threat thereof, the buyer must immediately inform the bailiff, administrator or the receiver of the retention of title of RVS Afvoergoten.

#### **Art. 10 Acceptance and advertising.**

1. The buyer has the obligation to check immediately upon delivery whether the goods comply with the agreement, including but not limited to checking the quantity of the delivered batch. The quantity or number of pieces on the consignment note, delivery note or any document certified for that purpose are recognized as correct, unless the buyer immediately notes shortcomings on the relevant receipt. The aforementioned shortcomings must be confirmed by the buyer in detail by registered letter to RVS Afvoergoten as soon as possible, but no later than within 8 days..

2. Complaints regarding the quality of the goods and / or deviations from the specifications must also be submitted to RVS Afvoergoten no later than 8 days after receipt by the buyer. The burden of proof that the delivered goods do not comply with the agreement rests with the buyer. The buyer's right to complain expires, if the purchased items have been processed or delivered in full or in part.

3. The buyer must give RVS Afvoergoten the opportunity to inspect the goods in the unaltered condition as delivered, in order to check whether or not the complaint is well-founded. Complaints never give the buyer any right to suspend payment of the purchase price or additional costs in whole or in part, while any claim for compensation is explicitly excluded. Complaints do not release the buyer from his obligation to take delivery of previous or yet to be delivered deliveries and / or to receive goods to be delivered.

4. Failure to comply with the provisions of this article will lead to forfeiture of rights.

5. Goods that are subject to complaints and that are located at a location other than the warehouse of RVS Afvoergoten must be stored by the buyer at his own expense and risk. In this case, the buyer must take care of the goods as a good family man, in which adequate insurance against the usual risks is included.

#### **Art. 11 Return shipments.**

1. Unless otherwise agreed in writing, delivered goods will not be returned. If RVS Afvoergoten agrees to return the delivered goods, the shipment must take place carriage paid at the factory of RVS Afvoergoten. In that case, the returned goods will be at the risk of the buyer and will only be reimbursed if they have been delivered by the sender in undamaged condition and in usable condition on the storage areas of RVS Afvoergoten. In that case, RVS Afvoergoten will reimburse the buyer for no more than 70% of the selling price.

#### **Art. 12 Price.**

1. The prices are net, excluding VAT. Data provided by RVS Afvoergoten in printed matter are subject to change, even without prior notice, and do not bind RVS Afvoergoten. For contracts with an invoice value below EURO 150, - (excluding VAT), a surcharge of at least EUR 12, - (excluding VAT) is levied.

#### **Art. 13 Packaging.**

1. RVS Afvoergoten determines whether and if so how they pack the goods to be delivered. Packaging is charged to the buyer.

**Art. 14 Price increase.**

1. If during the period between the date of the offer and the delivery material prices, prices of auxiliary materials and raw materials, of electricity and fuels, of parts involved by RVS Afvoergoten of third parties, wages, salaries, social charges, government charges, freight rates whether insurance premiums are subject to an increase, including increases in price of materials and components due to exchange rate risks, or if government measures are promulgated, resulting in results that cannot be regarded as normal trading risks, or if any other circumstance which is the basis for the price calculation has undergone a significant change, RVS Afvoergoten is entitled to increase the price agreed at the time of the assignment with due regard for any existing statutory regulations.

**Art. 15 Payment.**

1. Payment is made at the place of establishment of RVS Afvoergoten or into an account designated by RVS Afvoergoten.

2. Unless otherwise agreed, payment takes place as follows:

a. counter sales in cash;

b. orders for a net amount less than € 3,000.00 100% at order;

c. orders for a net amount greater than € 3,000.00

- 50% of the total contract price at order

- 50% of the total price upon delivery;

3. Irrespective of the agreed payment conditions, the buyer is upon request of RVS Afvoergoten obliged to provide a payment guarantee that is sufficient in the opinion of RVS Afvoergoten. If the buyer does not comply with this within the stipulated period, he will immediately be in default. In that case, RVS Afvoergoten has the right to terminate the agreement and to recover its damage from the buyer.

4. The right of the buyer to settle his claims against RVS Afvoergoten is excluded, unless RVS Afvoergoten has been declared bankrupt or the debt restructuring is applicable to RVS Afvoergoten.

5. All costs related to the payment including bank costs are for the account of the buyer.

6. Complaints do not give the buyer the right to refuse or postpone the payment.

7. The full claim for payment is immediately due and payable if:

a. a payment term has been exceeded;

b. the buyer has gone bankrupt or requests suspension of payment;

c. seizure of goods or claims of the buyer is made;

d. buyer (company) is dissolved or liquidated;

8. If payment has not been made within the agreed payment term, the buyer will immediately owe interest to RVS Afvoergoten. The interest is 12% per year, but is equal to the statutory interest if it is higher. In the interest calculation, part of the month is seen as a full month.

9. Payments made by the buyer always first serve to settle all interest and costs due and then to claim the longest outstanding invoices, even if the buyer states that the payment relates to a later invoice.

10. If payment has not been made within the agreed payment term, the buyer will owe RVS Afvoergoten all extrajudicial costs with a minimum of € 75. The costs are calculated based on the following table:

over the first € 3,000 = 15%  
on the excess up to € 6,000 = 10%  
on the excess up to € 15,000 = 8%  
on the excess up to € 60,000 = 5%  
on the excess from € 60,000 = 3%

If the extrajudicial costs actually incurred are higher than follows from the above calculation, the

actual costs incurred will be due.

11. If RVS Afvoergoten is found to be in the right in legal proceedings, all costs that she has incurred in connection with these proceedings will be borne by the buyer.

#### **Art. 16 Warranty.**

1. RVS Afvoergoten guarantees the soundness of the goods and / or activities delivered by RVS Afvoergoten. RVS Afvoergoten provides a guarantee of 5 (five) years on the steel construction of the delivered goods, decreasing 20% per year, from the date on which the delivered products are (become) the property of the buyer, or, if the goods delivered are also installed by RVS Afvoergoten, from the date on which RVS Afvoergoten has completed the installation work.

The goods to be delivered by RVS Afvoergoten meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended for normal use. The warranty applies (therefore) only insofar as the items in question are used for the purpose for which they are intended and in the usual manner and under conditions that can be considered normal and have been professionally installed, assembled, transported, handled and processed, all this in accordance with any regulations and / or instructions provided by RVS Afvoergoten. Any form of warranty will lapse if (a) a defect has arisen as a result of or ensues from injudicious or improper use of the goods concerned or incorrect treatment, cleaning, transport, storage or maintenance by the buyer and / or by third parties, (b) - without prior written permission from RVS Afvoergoten - the buyer or third parties have made changes or adjustments to the item or attempted to make changes to the items delivered, (c) other things were attached to it that do not need to be attached to it, or if these were processed in a manner other than the prescribed, (d) a defect has arisen because the maximum load has been exceeded, and/or (e) no valid invoice is submitted. The other party is also not entitled to a warranty if the defect has arisen due to or is the result of circumstances which RVS Afvoergoten cannot influence, including but not limited to environmental factors, such as construction errors in the floors or walls in which the delivered goods are placed.

2. Furthermore, the guarantee only applies if the buyer has complied with all his obligations towards RVS Afvoergoten and the buyer immediately, but no later than two times 24 hours after discovering the defect has informed RVS Afvoergoten of this in writing and the buyer has given RVS Afvoergoten a reasonable period of time and the opportunity to investigate the alleged defects in the goods delivered by RVS Afvoergoten and to form a thorough opinion about the occurrence of the alleged defects.

3. If work is performed on the delivered and / or delivered goods by persons other than RVS Afvoergoten during the warranty period, without prior written permission from RVS Afvoergoten the guarantee will lapse.

4. RVS Afvoergoten is in fulfillment of its warranty obligation entitled and obliged exclusively the products or parts redeliver or repair c.q. yet again or to execute the work, at the discretion of RVS Afvoergoten.

5. If RVS Afvoergoten, on the basis of the warranty obligation entered into by it in writing, proceeds to replace the goods delivered and/or to perform the agreed work again or as yet, the buyer is obliged to make the item to be processed or the place to be processed freely accessible and / or empty available. After prior permission from RVS Afvoergoten, the buyer must arrange for the dismantling of the goods to be replaced at his expense. RVS Afvoergoten is not obliged to perform installation work in connection with the performance of the guarantee, unless otherwise agreed in writing.

#### **Art. 17 Liability.**

1. The satisfaction of the guarantee obligation shall be deemed to be the only and complete compensation. RVS Afvoergoten is therefore never liable for any indirect damage, such as personal accidents and / or damage to objects, machines, installations and buildings, business suspension, delay and / or disruption, delays in the construction flow, damage to the environment or any other (business) damage for whatever reason or whatever, unless the damage is the result of intent or gross negligence on the part of directors or management staff of RVS Afvoergoten and unless there is product liability in the sense of art. 6: 185 of the Dutch Civil Code.

2. The buyer must fully inform RVS Afvoergoten in advance of all relevant circumstances with regard to the purpose and use of the goods and the project in which the goods will be used, so that RVS Afvoergoten can form a thorough and well-considered judgment about the suitability of

the goods, for the purpose for which and the project in which they will ultimately be used. In the event that RVS Afvoergoten has not been properly informed of the purpose for which the goods are ultimately used, RVS Afvoergoten is not liable for any - direct and / or indirect - damage and the buyer indemnifies RVS Afvoergoten against any claim that third parties have against RVS Afvoergoten should be allowed to enforce this matter, including but not limited to environmental damage.

3. RVS Afvoergoten is also not liable for any direct and / or indirect damage as a result of wear and tear, insufficient maintenance or improper installation of the goods delivered by RVS Afvoergoten.

4. In addition, RVS Afvoergoten is never liable for any direct or indirect damage caused by the functioning or non-functioning of the goods delivered or processed and / or work carried out or by (non-managerial) personnel in its service, inflicted on things and persons, whatever or whoever.

5. If RVS Afvoergoten is liable for direct damage, then that liability is limited to a maximum of the amount of the payment to be made by the insurer of RVS Afvoergoten for the relevant claim, at least to a maximum of the invoice amount, or at least that part of the agreement to which the liability relates.

#### **Art. 18 Dissolution.**

1. In the event of default on the part of the buyer of his obligations, including the case that he has not made a payment at the agreed time, RVS Afvoergoten will always be authorized to declare the agreement dissolved in whole or in part, or to claim compliance without prejudice to the claims of RVS Afvoergoten for compensation, while RVS Afvoergoten is then also authorized to cancel all other current transactions with the buyer insofar as not yet carried out under the same conditions; every cancellation always results in the due and payable of all that is owed to RVS Afvoergoten.

#### **Art. 19 Intellectual Property Rights**

1. RVS Afvoergoten is and remains at all times the sole and exclusive owner of all intellectual property rights, including, but not limited to, trade secrets, brands, trade names, know-how, (technical) drawings, designs, patents, patent applications, database rights and copyrights. on all goods delivered by RVS Afvoergoten.

2. The buyer will not remove or change any designation regarding copyrights, brands, trade names or other intellectual property rights from the goods.

3. If a set of user documentation has been provided to the buyer, the buyer is not permitted to duplicate this documentation other than for its own use.

4. The buyer is not permitted to copy the goods in whole or in part, or to have them reproduced, to apply reverse engineering to them, to integrate or to combine them with other goods, to adapt, to make variations or to change them.

5. For each act performed in violation of the previous paragraphs, the buyer - without the need for an announcement or notice of default - owes an immediately payable fine of EUR 50,000 and EUR 5,000 per day that the infringement continues, without prejudice to the right of RVS Afvoergoten to claim full compensation.

#### **Art. 20 Disputes.**

1. Dutch law applies to all our agreements and all disputes arising from them.

2. With regard to disputes that may arise as a result of all agreements concluded with RVS Afvoergoten, only the District Court of Alkmaar will be competent, unless according to the rules of absolute competence the district judge of the dispute must take note.