

GENERAL TERMS OF DELIVERY AND PROVISION OF SERVICES OF KOMAK (ALL SUBSIDIARIES)**1. Definitions**

Supplier/commissionee: KOMAK (all subsidiaries), with head office established at Nieuwerkerk aan den IJssel, the Netherlands, its successors according to universal titles and all companies and enterprises affiliated with KOMAK or with these successors.

Client: Every natural person or legal person who takes up goods from supplier pursuant to a contract of purchase and sale, or gives an order to the commissionee for carrying out work other than contracting for work pursuant to a commission contract.

Services: The work (other than contracting for work) carried out by KOMAK (all subsidiaries) -as commissionee- for the benefit of the client/commissioning authority, as agreed upon in the commission contract.

Tender/offer: Every invitation -written and/or spoken- to conclude a contract of purchase and sale and/or a commission contract with the client.

Products: All goods which are subject-matter of a contract of purchase and sale or subject-matter of a commission contract.

Price lists: The gross price lists current at that time and made use of at KOMAK (all subsidiaries).

2. Applicability

2.1 These general terms shall apply to all contracts of purchase and sale and to all commission contracts which KOMAK (all subsidiaries) concludes with the client.

2.2 These general terms shall also apply to all tenders and/or offers made by KOMAK (all subsidiaries) to the client and/or to all invitations to make tenders and offers, extended by the client to KOMAK (all subsidiaries).

2.3 KOMAK (all subsidiaries) shall explicitly turn down applicability to the client's general terms of purchase. These general terms shall at any time apply as second reference within the meaning of Article 6:225 paragraph 3 of BW ((Netherlands) Civil Code).

2.4 Stipulations deviating from the applicability of these general terms and deviating from these general terms are only binding to us after these have been confirmed to the client in writing. At the moment of the formation of an agreement, the client is considered to agree to the sole applicability of these general terms; the same shall hold for further orders given by the client, verbally, by telephone, by fax or in any other way, so that a written confirmation by us will not be necessary.

3. Conclusion and contents of contracts/agreements

3.1 All offers from KOMAK (all subsidiaries) to the client shall apply to be without any obligation, unless the irrevocability follows from the tenders/offers.

3.2 A contract shall be concluded by the client's acceptance of an offer from KOMAK (all subsidiaries). This acceptance can be done in writing or verbally.

3.3 As proof of the existence and the contents of a contract between KOMAK (all subsidiaries) and the client shall apply:

a. The client's verbal acceptance of that what has been offered by KOMAK (all subsidiaries) in writing or verbally;

b. The client's written acceptance, the document of acceptance, however, only in as far as this document has been received by KOMAK (all subsidiaries) such as by means of an acknowledgement or an acknowledgement by fax;

3.4 KOMAK (all subsidiaries) shall be entitled to charge to the other party the costs incurred with respect to a complicated offer made by KOMAK (all subsidiaries) if no agreement is concluded.

3.5 The prices offered only hold for the quantities offered.

3.6 That if KOMAK (all subsidiaries) -for whatever reason- already performs before the client has accepted the tender/offer, client shall be obliged to payment of the goods and/or services delivered by KOMAK (all subsidiaries) against the then current prices following from the then current price list(s) with due observance of the provisions set out in Article 4.3.

3.7 Amendments of and deviations from a stipulation or stipulations in agreements/contracts concluded between KOMAK (all subsidiaries) and the client shall only apply in as far as this is agreed upon in writing between the parties concerned.

4. Prices

4.1 All prices from KOMAK (all subsidiaries) are expressed in Euros and are exclusive of VAT.

4.2 All prices from KOMAK (all subsidiaries) are exclusive of the costs of:

a. transport and/or shipment;

b. insurance;

c. import and export rights and/or excise duties and/or levies and/or taxes and/or licenses and/or all other costs imposed by the government;

d. packing;

e. travelling expenses unless parties agree upon otherwise.

4.3 KOMAK (all subsidiaries) uses various kinds of price lists, dependent on the goods and/or services to be delivered. These price lists are updated periodically. In the event that parties disagree about the level of the current prices or amounts by contract, the prices for goods and services mentioned in the most recent price list(s) applicable, are the current valid prices.

4.4 In the event that the price factors change so much that, in all reasonableness, KOMAK (all subsidiaries) cannot be expected to continue to adhere to the price(s) agreed upon, KOMAK (all subsidiaries) shall be entitled to change the prices.

4.5 In the event that there is question of a commission contract for the performance of some services, the price shall -in as far as applicable- be inclusive of assembly and operational delivery on the site agreed upon and shall also include all costs, with the exception of unforeseen costs as a result of weather conditions and with the exception of the costs of energy, water, materials, raw and ancillary materials, and all further costs resulting from or during the period that KOMAK (all subsidiaries) is testing and making operable the goods and/or services delivered.

4.6 Clients established outside the Netherlands territory will not be charged for value added tax by KOMAK (all subsidiaries), provided that the client concerned provided KOMAK (all subsidiaries) with his/her registered VAT number in writing at the time the contract was concluded.

4.7 In the event that the client cannot provide KOMAK (all subsidiaries) with this registration number, KOMAK (all subsidiaries) shall be entitled to increase the cost price by the applicable rate of the value added tax.

5. Intellectual property

5.1 All brand names and/or logos, trade names and/or fanciful names and/or a combination of words in which brand names or logos, trade names and fanciful names from KOMAK (all subsidiaries), or from a company affiliated with KOMAK (all subsidiaries), patents and/or patent applications, drawings, calculations, descriptions, designs, templates, tools, software, know-how, manufacturing/operating processes, methods and techniques developed by KOMAK (all subsidiaries) and/or filed or registered and/or granted or obtained and came to the notice of the client, shall remain c.q. are properties of KOMAK (all subsidiaries).

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5.2 The client is not allowed to use, register/file, make public to third parties KOMAK (all subsidiaries) 's intellectual property other than in favour of goods and services delivered by KOMAK (all subsidiaries) , and the client is not allowed to dispose of this property otherwise, unless KOMAK (all subsidiaries) has given its agreement to this in writing, with or without setting additional conditions.

6. Obligations of client

6.1 With due observance of the provisions set out in Article 3.3, the client is obliged to provide KOMAK (all subsidiaries) timely, prior to the contract as well as during the period of time the contract is in force, with correct information, as for instance -a non-restrictive enumeration- with regard to size determination/measuring, dimensions/sizes, names, weight, numbers/figures, calculations, operating objective, environmental factors.

6.2 In the event that KOMAK (all subsidiaries) has received instructions from the client to carry out work outside KOMAK (all subsidiaries) 's own premises, the client shall be obliged to admit KOMAK (all subsidiaries) 's employees unrestricted access and to enable them to carry out properly the work agreed upon.

7. Deliveries

7.1 The delivery period indicated by KOMAK (all subsidiaries) in the tender/offer shall only take effect at the time the client has accepted the tender/offer with due observance of the provisions set out in Article 3

7.2 KOMAK (all subsidiaries) shall, in as far as possible, comply with the delivery period set out in paragraph 1 of this Article. In the event of a possible delay in delivering, KOMAK (all subsidiaries) shall inform the client as soon as possible, after KOMAK (all subsidiaries) itself has been able to take note of this delay.

7.3 In the event that KOMAK (all subsidiaries) shall not be able to meet the agreed delivery period, or not be able to meet it at all, owing to circumstances which lay within the client's sphere/range of influence, or in the event that the client has not met, or not met in time or met reliably an obligation according to the contract, which rests with him/her, as a result of which KOMAK (all subsidiaries) shall not be able to meet its obligations reliably or timely, KOMAK (all subsidiaries) shall be entitled to dissolve the whole contract with the client, or part of it, after notice of default, notwithstanding KOMAK (all subsidiaries) 's right to compensation of the damages it suffered, directly or indirectly.

7.4 In the event that the term of delivery is exceeded by KOMAK (all subsidiaries) , the client shall not have the right to dissolve the contract or part of it and/or to compensation for any damages the client suffered directly or indirectly as a result of this.

7.5 Transport costs and transport risk

- a. The way of transport, shipment, packing and suchlike shall be determined by us as good merchants in the event that the client has failed to provide us with any further indications.
- b. Possible specific wishes of the client with respect to packing and/or transport, which also includes relocation within the industrial site, shall only be carried out in the event that the client pays the costs of this.
- c. The transport shall, in principle, take place at client risk.
- d. Transport charges will, after confirmation of the customer, be invoiced at cost. In the event of orders with invoice amounts of less than € 325.-, exclusive of VAT, we shall be entitled to charge € 20,- for handling costs.
- e. The delivery of goods outside the Netherlands, the place of delivery, the costs of the delivery and the transfer of the risk will be offered and dealt with according to the Incoterms 2000 (English version) of the International Chamber of Commerce, unless parties explicitly agreed upon otherwise in writing.

7.6 KOMAK (all subsidiaries) shall be entitled to carry out its deliveries in parts.

7.7 KOMAK (all subsidiaries) shall retain the right of ownership of the goods, if the client does not meet the consideration to which the client is obliged as stipulated by a contract which is to the effect that the ownership of the goods shall come under the control of the client as stipulated in Article 3:92 BW.

7.8 In the event that paragraph 7 of this Article cannot be executed/performed, a non-possessory pledge in favour of KOMAK (all subsidiaries) shall be established on the goods delivered, as security for payment of actions, already with the conclusion of contracts of purchase and sale. KOMAK (all subsidiaries) shall be entitled to have this non-possessory pledge registered.

7.9 In the event that the goods have not been taken up within ten days after notification of delivery or that, in the event of on-call contracts, the client has not complied with the on-call term agreed upon, KOMAK (all subsidiaries) shall be entitled to invoice the goods concerned whereas, from that moment, these goods will be stored entirely at the expense and risk of the client.

8. Checking of goods and procedure in the event of defects

8.1 The client is obliged to inspect the goods delivered by KOMAK (all subsidiaries) (cause the goods delivered by KOMAK (all subsidiaries) to be inspected) within 24 hours after delivery, or to carry out this inspection within ten days after our notification that the goods have been made available to the client. In the event that the goods delivered show defects, the client is obliged to inform KOMAK (all subsidiaries) of the nature of the defect concerned, before or no later than the fourteenth day after the date of delivery, in default of which we shall be entitled not to accept complaints with respect to this.

8.2 The client shall neither be allowed to use the goods he/she reported to KOMAK (all subsidiaries) , pursuant to paragraph 1 of this Article, any longer, nor to return goods, unless KOMAK (all subsidiaries) has given instructions to this in writing.

8.3 The client is obliged to give KOMAK (all subsidiaries) his/her full cooperation during KOMAK (all subsidiaries) 's inspection/examination of the product in view of its defect reported by the client, in accordance with this Article, and also to meet KOMAK (all subsidiaries) 's instructions in favour of the inspection/examination.

8.4 In the event that KOMAK (all subsidiaries) , pursuant to the inspection/examination, shall conclude that the product concerned does show a defect, KOMAK (all subsidiaries) shall only be obliged to replace or repair the product concerned.

8.5 In the event that there is indeed question of a faulty product, KOMAK (all subsidiaries) shall inform the client whether it shall replace or repair the product concerned. The costs of returning, inspection/examining, consult of specialists, and so forth. shall come at the expense of KOMAK (all subsidiaries) in the event that there is question of a defect which, according to the law, should be at the expense and risk of KOMAK (all subsidiaries) . In other cases these costs shall be at the expense and risk of the client.

8.6 In the event that deviating stipulations have been included in the price lists of this Article, these stipulations will take precedent over the stipulations in this Article.

8.7 In the event that the goods have to be inspected/examined on the instruction of the client, it holds, in deviation from Article 7, paragraph 5 sub c, that the goods shall be considered to be delivered when these, or the most important parts of these have been made available for testing/inspection with the manufacturer concerned (with a third party or with us). After the notification in writing of this to the client, the testing/inspection can be carried out. From that moment the goods will be at the risk of the client, despite the fact that the transport will further be taken care of by KOMAK (all subsidiaries) .

9. Guarantee

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9.1 KOMAK (all subsidiaries) shall guarantee that its delivered goods will function reliably/properly during 12 months after delivery, in as far as the client shall use, treat and store the goods for the aim/purpose foreseen or referred to in the client's order, as well as in accordance with the instructions, the (guarantee) instructions, and certificates/cards of guarantee, delivered by KOMAK (all subsidiaries) together with the goods.

9.2 In the event that, and in as far as the instructions, (guarantee) instructions and certificates/cards of guarantee mentioned in paragraph 1 of this Article have not been delivered together with the goods, the commissionee shall be obliged to inform KOMAK (all subsidiaries) accordingly in writing. The commissionee cannot derive rights from the lacking of documents mentioned in this paragraph.

9.3 Parties can agree, in writing, upon a guarantee period, other than mentioned in paragraph 1.

9.4 Defects directly or indirectly resulting from normal wear and tear are not included in this Article's guarantee conditions.

9.5 De procedure laid down in Article 8 shall apply mutatis mutandis.

10. Payment

10.1 The client is obliged to pay the amounts charged within 30 days after the date of invoice, unless parties agreed upon otherwise in the contract.

10.2 In accordance with KOMAK (all subsidiaries) 's indication, all payments shall be in cash or by means of guaranteed giro or bank checks and shall take place at KOMAK (all subsidiaries) 's office, or be transmitted into a giro or bank account which shall be indicated by KOMAK (all subsidiaries) .

10.3 The client is not allowed to deduct amounts charged or defer its obligation to pay.

10.4 With due observance of Article 6:263 BW, KOMAK (all subsidiaries) shall be entitled to demand in advance payment of the agreed sum agreed upon, according to the contract, at the level of the amount KOMAK (all subsidiaries) shall be entitled to claim, or KOMAK (all subsidiaries) shall be entitled to claim the provision of security at a well-known and respectable Dutch bank, among which shall also be understood the cash-on-delivery conditions and documentary-credit conditions such as irrevocable letters of credit, cash against document or cash against delivery, which are customary in trade.

10.5 In the event that the client fails to pay the amounts charged within the instalment mentioned in paragraph 1, the client shall be obliged to pay KOMAK (all subsidiaries) , apart from the statutory interest, the contractual interest rate of 1.5% per contract sum for the whole period of time during which the client, after notice of default, has been in default. All (out-of-)court costs associated with the collection of payments according to the invoices -with at least a fixed amount of € 235.00- shall be at the client's expense. Court costs shall not be limited to the liquidated costs of litigation, these costs shall be entirely at the expense of the client, if the client is found to be at fault to a convinced extent.

11. Liability

11.1 Komak (all subsidiaries) re-sells all material without modification under manufacturers label & specificationa and refers product liability issues to the original manufacturer. Product liability stays at all times with the original manufacturers. Komak (all subsidiaries) engages at all time to extend factory details to buyer.

11.2 The liability to the client for direct damages in respect of whatever reason shall be limited per case to no more than 70% of the amount invoiced to the client, with a maximum of € 50.000- KOMAK (all subsidiaries) turns down every liability to the client for indirect damages, also including consequential damage, immaterial damage, trading loss and/or environmental damage.

11.3 The client shall indemnify KOMAK (all subsidiaries) against claims by third parties which allege to have suffered damage by, or in connection with work carried out by KOMAK (all subsidiaries) and/or goods delivered by KOMAK (all subsidiaries), in favour of the client, also including consequential damage, immaterial damage, trade damage and/or environmental damage.

12. Force majeure

12.1 Every form of force majeure, among other things: accidents, fire, flood, break-down of production means and/or transport, intervention by the state, violence of nature, clashes, or every circumstance KOMAK (all subsidiaries) cannot exercise an influence on and because of which KOMAK (all subsidiaries) shall not be able to meet its obligations to the client wholly or partially, shall be a non-imputable failure entitling KOMAK (all subsidiaries) to suspend its obligations by contract for the entire period of the position/situation of force majeure.

12.2 In the event that the position/situation of force majeure lasted 90 days, both KOMAK (all subsidiaries) and the client shall be entitled to dissolve the contract without having a right to a single compensation for damages, directly or indirectly.

12.3 KOMAK (all subsidiaries) shall be entitled to claim payment for the performances carried out during the execution of the agreement concerned, before it has appeared that force majeure was caused by the situation/circumstance/condition.

13. Premature termination

13.1 In the event that the client shall not, not entirely or not reliably meet his/her obligations arisen from the contract with KOMAK (all subsidiaries), he/she shall be considered to be in default for that purpose. In the event that the term of default expired and the client did not correctly meet his/her obligations within this term, KOMAK (all subsidiaries) shall be entitled optionally to:

- a. demand performance/fulfilment with additional compensation for damages;
 - b. demand alternative compensation for damages;
 - c. dissolve the contract with the client wholly or partially by means of an extra-judicial declaration certifying this;
 - d. suspend to the client the performance of its obligations pursuant to the contract, this with due observance of the provisions in Article 12, stipulated in the event of force majeure. When the contract between KOMAK (all subsidiaries) and the client is dissolved, the contract shall be considered to be terminated and parties shall be relieved to each other from obligations which have not been met and shall be obliged to undo the work which was already performed.
- In the event of dissolution of Article 7, paragraph 7 of these general terms shall immediately come into effect.

13.2 At the moment that the client applies for suspension of payment, or petitions for liquidation, or is in the process of being wound up, the contract between KOMAK (all subsidiaries) and the client shall be dissolved by application of law.

13.3 In the event that the contract shall be dissolved by KOMAK (all subsidiaries) , KOMAK (all subsidiaries) shall not only be entitled to compensation for damages owing to attributable shortcoming, but also to the right of compensation for the damages resulting from the dissolution which also includes extra-judicial collection costs, costs of legal assistance and costs of the proceedings.

14. Transfer of rights and duties/obligations

14.1 KOMAK (all subsidiaries) shall be entitled to transfer its rights and/or duties/obligations arisen from the contract with the client, to companies belonging to the same (all subsidiaries).

14.2 The client shall not be allowed to transfer his/her rights and/or duties/obligations arisen from the contract with KOMAK (all subsidiaries) to third parties without having KOMAK (all subsidiaries) 's written consent to this in advance.

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15. Applicable law, competent court

15.1 Netherlands law shall be applicable to all disputes, arisen between KOMAK (all subsidiaries) and clients, resulting from the stipulations of these general terms and offers/tenders made by KOMAK (all subsidiaries) and agreements/- contracts concluded between KOMAK (all subsidiaries) and clients.

15.2 Disputes as mentioned in the previous paragraph shall be submitted to the competent court at Rotterdam. These general terms were filed with the Chamber of Commerce at Rotterdam in September 2006.

SPECIAL CONDITIONS RELATING TO ASSEMBLY AND INSTALLATION WORK

16. General

These special conditions apply concurrently with and in addition to the above-mentioned provisions of the Articles 1 up to and inclusive of 15 unless it is hereinafter deviated from this explicitly. The term "we" shall also be taken here to mean the third/other supervisor who is engaged with the work relating to assembly/ installation and who carries out the work on our instruction.

17. Delivery

17.1 Our written confirmation of order is binding in as far as the installation work is concerned and the date of delivery incurring with this. Delivery terms/periods agreed upon will always hold by approximation.

The delivery terms will start from:

- a. The date the agreement is concluded.
- b. The date the client provided us with all necessary data/information.
- c. The date the client paid an instalment in advance, stipulated by us.
- d. The date the client sent us the drawings, designs and suchlike approved by an authorized person.

And that is after the last date of one of the mentioned dates.

17.2 The work shall be considered to be delivered:

- a. In the event that the client has approved the work after inspection.
- b. After we have informed the client that the work is installed, completed and/or operational. The client has to provide us with the required testing facilities. The lacking of a part, which had to be delivered by a third supplier, shall not be a reason to consider the work as being not delivered.
- c. By the lapse of 8 days after we notified that the work is finished or ready for operation and the client has failed to inspect the work concerned within this period c.q. failed to (cause) the work to be tested.
- d. After the client has really put the work into use. In the event that a part of it has been put into use, this part shall be considered to be delivered.

17.3 Small non-essential defects will be repaired by us as soon as possible and cannot be a reason for the client to withhold his/her approval.

17.4 Advice/information concerning placement and/or use of the installation will be provided to the best of knowledge without the guarantee of a certain result, unless it was agreed upon otherwise in writing.

18. Scope of the work

18.1 Assembly/installation work to be carried out includes the activities as described in the confirmation of order and, if and in as far as agreed upon, the work also includes the supervision/instruction concerning the use and operation of the installation to be delivered, for the personnel appointed by the client for this. A few things will be arranged by mutual agreement, without the guarantee of a specific result relating to the supervision/instruction.

18.2 Unless it has been agreed upon explicitly otherwise, the following activities, deliveries and provisions/facilities do not belong to our obligations/commitments; it is the obligation of the client that these are done/carried out in time so that the work to be carried out by us shall not be delayed:

- a. Ground-, paving-, piling-, breaking/crushing-, foundation-, concrete-, build/carpenter-, and habillage activities or other additional activities, of whatever nature. In any event, the client shall have to make the work place easy to reach.
- b. More assistance for replacement of parts/pieces, which, in all reasonableness, cannot be carried out by two people, as well as the hoists and/or lifting devices to be used.
- c. Making available and positioning of scaffolds, platforms and ladders and, after the work is finished, removal of the scaffolds, platforms and ladders.
- d. The delivery of fuel and ancillary materials such as compressed air, gas, water, electricity and the required feed lines/discharge pipes, needed for the execution of the activities, as well as for possible testing and for making it operational, and the delivery of switch equipment, protective/safety equipment and wiring for the electromotors and/or other electric equipment to be delivered.
- e. Making available, during the period the work is to be carried out, within the direct vicinity of the work to be carried out, a dry, heated, illuminated and separate space which can be closed off and is spacious enough for the workers concerned and for the storage of the materials to be processed, tools and personal properties of these workers.
- f. Activities to clean/repair parts of installation(s), which became dirty during the work or were damaged during the work, unless the contamination/damage concerned was caused by persons under our control.
- g. Lighting of the work place such that the installation/assembly work can be carried out safely.

18.3 The client shall also take care of applications for permits to be filed in time and/or of timely payment of the amount due relating to feed/supply lines/pipes, connections, precario rights, the Nuisance Act (permits), (re)building permits and suchlike.

18.4 Unless it has been agreed upon explicitly otherwise, in writing, possible replacement/finished materials will become our properties.

19. Variations in the amount of work

19.1 We are entitled to carry out extra work and to charge the work without the approval of the client prior to this provided that the extra work shall not exceed 10% of the initial amount agreed upon.

19.2 Alterations in the order carried out by the client, or caused by changed circumstances because of which the original agreement can no longer be maintained (wholly), will be carried out and charged as being extra work or less work. All this has to be within the limits of reasonableness and fairness.

19.3 In the event that extra/less work differs more than 10% from the initial sum, parties will enter into consultation with each other on measures to be taken. In the event of cancellation by the client, we shall be entitled to invoice the costs incurred until then c.q. goods delivered.

20. Guarantee/liability

20.1 The supplier shall guarantee that the goods delivered/assembled meet the specifications agreed upon and meet the demands to be made in all reasonableness relating to employability/utility and reliability during 12 months. The obligation to guarantee is limited to repairs and/or replacement concerning possible shortcomings provided that the claim concerned has been received in time.

20.2 We are not liable for:

- a. The design of the installation and/or parts of it as well as other data/information, provided that it is not from us.
- b. Influences/effects on the installation as a result of the application of material and/or instruction for use c.q. operating instructions, which are not from us.
- c. The instruction for use concerning operating, and/or energy supply when not carried out strictly.
- d. Normal wear and tear as well as damage/wear and tear caused by overloading or influence/effect(s) of an abnormal situation/circumstance.



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e. The application of the safety regulations prescribed by law.

In these cases, without prejudice to the provisions of Article 9, the supplier's obligation under the guarantee shall lapse.

21. Claims

21.1 The client is obliged to lodge claims concerning the capacity of a component/part and/or installation respectively directly with KOMAK (all subsidiaries) , in writing, no later than within one month after the work is delivered.

22. Payment

22.1 Specific payment conditions of payment may be agreed upon for this part of a contract. They may deviate from agreed payment terms in the sense of artl 10.1

23. Applicable law, competent court

23.1 Netherlands law shall be applicable to all disputes, arisen between KOMAK (all subsidiaries) and clients, resulting from the stipulations of these special conditions relating to assembly and installation work, the tenders/offers from KOMAK (all subsidiaries) and agreements/contracts concluded between KOMAK (all subsidiaries) and clients.

23.2 Disputes as mentioned in the previous paragraph shall be submitted to the competent court at Rotterdam. These special conditions were filed with the Chamber of Commerce at Rotterdam in September 2006.