

## **GENERAL CONDITIONS OF SALE AND DELIVERY INTERBOSCH B.V. - VERSION SEPTEMBER 2023**

Chamber of Commerce registration in ALKMAAR: 37050707

### **ARTICLE 1: APPLICABILITY**

- 1.1 These conditions apply to all offers and all agreements of purchase and sale of Interbosch B.V. established in Alkmaar, hereinafter to be referred to as: the user.
- 1.2 The client or the buyer shall be referred to hereinafter as: the other party.
- 1.3 The applicability of any purchase conditions or other conditions of the other party is explicitly rejected.
- 1.4 The acceptance and retention by the other party without comment of an offer or order confirmation, on which reference is made to these terms and conditions, shall be deemed to be agreement to the application of these conditions.
- 1.5 The possible inapplicability of (part of) a provision of these general terms and conditions shall not affect the applicability of the remaining provisions.
- 1.6 If a situation arises between the parties that is not regulated in these general terms and conditions, this situation should be assessed according to the purpose and purport of these general terms and conditions.

### **ARTICLE 2: AGREEMENTS**

Contracts of purchase and sale shall only become binding by written confirmation by the user. Supplements or amendments to the general terms and conditions or otherwise changes or additions to the contract shall become binding only after written confirmation by the user.

### **ARTICLE 3: OFFERS**

- 3.1 All offers, quotations, price lists, delivery times, etc. of the user are without obligation, unless they contain a term for acceptance. If an offer or quotation contains a non-binding offer and this offer is accepted by the other party, the user shall be entitled to revoke the offer within two days of receiving the acceptance.
- 3.2 The prices stated in an offer or quotation are based on the prices applicable on the offer date, expressed in euros, exclusive of VAT and other government levies. Prices are further exclusive of travel, accommodation, packaging, storage, and transport costs as well as costs for loading, unloading and cooperation with customs formalities.
- 3.3 Samples and/or models shown and provided are for indicative purposes only. No rights may be derived from these unless the parties have expressly agreed otherwise.
  - A. The user may pass on to the other party any increase in cost-determining factors which occurred after the agreement was concluded. The other party shall be obliged to pay the price increase at the user's first request. Should a new price list be issued and enter into force by the user between the aforementioned dates, the user shall be entitled to charge the other party the prices stated therein.
  - B. In case the other party is a natural person not acting in the exercise of a profession or business, price increases as referred to above may be passed on or charged three months after they have come into effect.

In the event of price increases as referred to above in this article within a shorter period than three months, the other party shall be entitled to dissolve the contract.

### **ARTICLE 4: ENGAGEMENT OF THIRD PARTIES**

The User shall be entitled to engage third parties for the performance of that which has been agreed.

### **ARTICLE 5: DELIVERY AND DELIVERY TERMS**

- 5.1 Deliveries shall be made carriage paid.
- 5.2 Stated deadlines within which items must be delivered or activities must be performed can never be regarded as strict deadlines, unless expressly agreed otherwise. In the event of late delivery, the user must therefore be given written notice of default.
- 5.3 In the event of delivery in parts, each phase shall be considered a separate transaction.
- 5.4 The risk relating to the goods delivered shall pass to the other party at the time of delivery.
- 5.5 If it appears impossible to deliver the goods to the other party, or to carry out the activities to be performed due to a cause within the sphere of the other party, the user reserves the right to store the goods at the expense and risk of the other party. The user shall notify the other party in writing of the storage carried out and/or the hindrance in the performance of the activities to be carried out and shall also set a reasonable term in which the other party shall enable the user to resume the activities and/or deliver the goods.
- 5.6 If the other party remains in default of fulfilling its obligations even after the expiry of the reasonable term set by the user as stipulated in the previous paragraph of this article, the other party shall be in default by the mere expiry of one (1) month from the date of storage and/or hindrance in the performance of the activities to be carried out, the other party will be in default and the user will be entitled to dissolve the agreement in writing in full or in part with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to compensate for damages, costs and interest.

- 5.7 The above shall not affect the other party's obligation to pay the agreed and/or stipulated and/or payable price, as well as any storage costs and/or other costs.
- 5.8 Unless the parties agree otherwise in writing, delivery of goods shall be made once to an address specified by the other party, even if the goods ordered are intended by the other party to be distributed to various addresses.
- 5.9 The other party shall guarantee good accessibility to the place of destination / place of unloading and shall be responsible for unloading / discharging.
- 5.10 The user shall be obliged to take back the packaging of the goods he has delivered from the other party, if the other party has paid a deposit to the user for that packaging, provided that the packaging is undamaged and complete and can again be used as packaging for the same type of goods as it served.
- 5.11 With regard to the fulfilment of the other party's financial obligations, the user shall be entitled to demand advance payment or security from him before proceeding to deliver.

#### **ARTICLE 6: PROGRESS OF DELIVERIES**

- 6.1 If deliveries or activities cannot take place normally or without interruption for reasons beyond the user's control, the user shall be entitled to charge the other party for the additional costs resulting therefrom, including call-out charges.
- 6.2 All expenses incurred by the user at the other party's request shall be entirely for the latter's account, unless otherwise agreed in writing.

#### **ARTICLE 7: TRANSPORT**

- 7.1 Goods ordered shall be shipped in a manner to be determined by the user, but at the expense and risk of the other party.
- 7.2 The user shall not be liable for damage, of whatever nature and form, relating to the transport, whether or not to the goods.
- 7.3 The other party shall take out adequate insurance against the aforementioned risks.
- 7.4 Non-accepted orders or deliveries shall be stored by the user at the expense and risk of the other party in accordance with the provisions of article 5.

#### **ARTICLE 8: COMPLAINTS AND RETURNS**

- 8.1 The other party shall be obliged to check the goods or the performance of the activities immediately after taking delivery thereof. If the other party observes visible errors, imperfections and/or faults, the other party must inform the user thereof within 24 hours, followed by immediate written confirmation thereof to the user.  
Other complaints must be reported to the user by registered letter within 8 days after receipt of the goods or execution of the activities.
- 8.2 If the user has not been notified of the above-mentioned complaints within the aforementioned periods, the goods shall be deemed to have been received in good condition or the work to be carried out shall be deemed to have been performed well.
- 8.3 Goods ordered shall be delivered in the wholesale packaging in stock at the user. Minor deviations with regard to sizes, weights, quantities, colours, and the like shall not be considered a shortcoming on the part of the user.
- 8.4 Complaints shall not suspend the other party's obligation to pay.
- 8.5 The report must contain a description of the defect that is as detailed as possible, so that the user is able to respond adequately. The other party must give the user the opportunity to investigate a complaint (or have it investigated). All this under penalty of forfeiture of rights.
- 8.6 If defects are discovered in goods supplied by the user, the other party shall not be allowed to use these goods from that moment on. If the other party still uses the goods after the discovery of defects to the goods, the other party cannot invoke the guarantee and the other party shall therefore no longer be entitled to repair, replacement, or compensation.
- 8.7 If return shipment of delivered goods proves necessary, this shall only take place at the user's expense and risk if the latter has given his explicit prior written consent.  
If the return shipment relates to a complaint as referred to above, the return shipment shall only take place at the User's risk and expense if the User has declared the complaint well-founded. In such cases return shipments shall take place in a manner to be determined by the user.
- 8.8 In the event of justified complaints, the damage shall be settled pursuant to the provisions of Article 9.
- 8.9 If it is established that a complaint is unfounded, the resulting costs, including the research costs, incurred on the user's side as a result, shall be borne entirely by the other party.

#### **ARTICLE 9: LIABILITY AND GUARANTEE**

- 9.1 The user discharges his duties as may be expected of a company in his line of business, but accepts no liability whatsoever for damage, including consequential damage, which is the result of his actions or omissions in the broadest sense of the word, except insofar as they can be attributed to his gross fault, gross negligence and/or intent. A similar limitation applies with respect to staff members or other third parties engaged by the User in the performance of its work.

- 9.2 Without prejudice to the provisions of the other paragraphs of this article, the user's liability - on any account whatsoever - shall be limited to the amount of the net price of the goods delivered or work performed. Fulfilment of this provision shall constitute sole and full compensation.
- 9.3 Without prejudice to the provisions of the previous paragraph of this article, the user will never be obliged to pay damages exceeding the insured amount, insofar as the damage is covered by an insurance policy taken out by the user.
- 9.4 The user is only liable for direct damage. Direct damage shall exclusively be understood to mean the reasonable costs incurred to establish the cause and the volume of the damage, insofar as the establishment relates to damage in the sense of the present terms and conditions, any reasonable costs incurred to have the user's faulty performance meet the agreement, insofar as they can be attributed to the user and reasonable costs incurred to prevent or limit the damage, insofar as the other party demonstrates that said costs have led to the limitation of direct damage as referred to in the present general terms and conditions.
- 9.5 The user shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
- 9.6 If visible faults, imperfections and/or defects occur in the items delivered, which must already have been present at the time of delivery, the user undertakes to replace those items free of charge. The user guarantees the usual normal quality and soundness of the delivered goods; the actual life span thereof can never be guaranteed.
- 9.7 A. In all cases, the period within which the user can be sued for damages is limited to 6 months.  
B. If the other party is a natural person not acting in the exercise of a profession or business, a maximum period of 1 year shall apply within which the user can be sued for compensation of damage.
- 9.8 If goods delivered by the user are provided with a guarantee by the manufacturer, such guarantee shall apply equally between the parties.
- 9.9 The other party loses its rights vis-à-vis the user and shall be liable for all damage and indemnifies the user against any third-party claim for compensation if and insofar as:
- A. the aforementioned damage has arisen as a result of inexpert and/or contrary to the user's instructions use and/or inexpert preservation (storage) of the delivered goods by the other party;
  - B. the aforementioned damage has arisen because the other party did not act in accordance with the instructions and/or advice given by the user.
  - C. the aforementioned loss has arisen as a result of errors or inaccuracies in data, materials, data carriers, etcetera, provided and/or prescribed to the user by or on behalf of the other party.

#### **ARTICLE 10: PAYMENT**

- 10.1 Payment shall be made in advance. Payment by other means shall only be permitted if the parties have expressly agreed so in writing.
- 10.2 If the parties have agreed payment after receipt of an invoice, payment must be made within a due date of 8 days after the invoice date, unless the parties have agreed another payment term in writing.
- 10.3 If an invoice has not been paid in full after the expiry of the period referred to in paragraph 2:
- A. a credit limitation surcharge in the amount of 2% will be charged to the other party from that time, without further notice of default being required.
  - B. the other party shall be liable to the user for late payment interest in the amount of 2% per month cumulatively calculated on the principal sum. Parts of a month are considered full months in this respect.
  - C. the other party, after being summoned to do so by the user, shall owe in respect of extrajudicial costs at least 15% of the sum of the principal sum and the default interest with an absolute minimum of € 70.00.
- 10.4 At the user's discretion, in the aforementioned or similar circumstances the contract may be dissolved in full or in part without further notice of default or judicial intervention, whether or not combined with a claim for damages.
- 10.5 If the other party has failed to meet its payment obligations in time, the user shall be entitled to suspend the fulfilment of the obligations entered into vis-à-vis the other party to deliver and/or carry out work until payment has been made or sound security has been provided for this. The same applies even before the moment of default if the user has a reasonable suspicion that there are reasons to doubt the other party's creditworthiness.
- 10.6 Payments made by the other party shall always serve to settle all interest and costs due and subsequently to settle the longest outstanding payable invoice, even if the other party states that the payment relates to a later invoice.
- 10.7 A. If the other party, on whatever account, has or will have one or more counterclaims on the user, the other party waives the right of setoff in respect of these claim(s). Said waiver of the right of set-off also applies if the other party applies for a (provisional) suspension of payment or is declared bankrupt.  
B. The provisions under A of this paragraph do not apply if the other party is a natural person not acting in the exercise of a profession or business.

#### **ARTICLE 11: RETENTION OF TITLE**

- 11.1 The user retains title to all goods delivered and to be delivered until such time as the other party has fulfilled his payment obligations to the user in this respect. These payment obligations consist of payment of the price, increased by claims in respect of work carried out in connection with that delivery,

- as well as claims in respect of possible compensation for failure to fulfil obligations on the part of the other party.
- 11.2 The goods delivered by the user, which are subject to retention of title pursuant to paragraph 1, may only be resold within the framework of normal business operations. The goods delivered by the user cannot be pledged; a pledge prohibition with effect under property law applies.
  - 11.3 If the user invokes the retention of title, the contract concluded in this respect shall be deemed to have been terminated, without prejudice to the user's right to claim compensation for damage, lost profit, and interest.
  - 11.4 The other party shall be obliged to immediately inform the user in writing of the fact that third parties are asserting rights to goods which are subject to retention of title pursuant to this article.
  - 11.5 The other party shall undertake to insure the goods delivered under retention of title and to keep them insured against fire, explosion, and water damage as well as against theft and to make the policy of this insurance available for inspection to the user on demand. In the event of any insurance payment, the user shall be entitled to this payment. Insofar as necessary, the other party undertakes vis-à-vis the user in advance to render his cooperation to everything that may (appear to) be necessary or desirable within that framework.
  - 11.6 In case the user wishes to exercise his property rights indicated in this article, the other party shall give unconditional and irrevocable permission in advance to the user and third parties to be appointed by the user to enter all those places where the user's properties are located and to take back these goods. If the other party fails to comply with the provisions of this clause, the other party shall forfeit a penalty of 10% of the amount due to the user for each day that the other party remains in default of compliance.

#### **ARTICLE 12: PLEDGE / WARRANTAGE**

The other party is not authorised to give the delivered goods to third parties as security and/or to establish a non-possessory pledge on them, and/or to bring the goods for storage under the actual control of one or more financiers (warrantage), as this shall be regarded as attributable non-fulfilment on its part. The user may then immediately, without being obliged to give any notice of default, suspend his obligations under the agreement, or dissolve the agreement, without prejudice to the user's right to compensation for damage, loss of profit and interest.

#### **ARTICLE 13: BANKRUPTCY, ABSENCE OF POWER OF DISPOSITION, etc.**

Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between the other party and the user shall be dissolved without judicial intervention and without any notice of default being required, at the time when the other party is declared bankrupt, applies for (provisional) suspension of payment is seized, is placed under guardianship or administration, or otherwise loses the power of disposition or legal capacity with regard to its assets or parts thereof, unless the trustee in the bankruptcy or the administrator in the case of the (provisional) suspension of payment acknowledges the obligations arising from the contract as estate debt.

#### **ARTICLE 14: FORCE MAJEURE**

- 14.1 In the event that fulfilment of that which the user is obliged to fulfil under the contract entered into with the other party is not possible and this is due to non-attributable non-fulfilment on the part of the user, or on the part of the third parties or suppliers engaged by the user for the fulfilment of the contract, or in the event that any other serious reason arises on the part of the user, the user shall be entitled to dissolve the contract concluded between the parties or to suspend the fulfilment of his obligations towards the other party for a reasonable period to be determined by him, without being held to any compensation. If the aforementioned situation arises when the contract has been partly performed, the other party shall be obliged to fulfil its obligations towards the user up to that time.
- 14.2 Circumstances in which there will be non-attributable non-fulfilment shall be understood to include: war, riots, mobilisation, domestic and foreign riots, government measures, strike and exclusion by workmen or threat of these and similar circumstances; disruption of the currency relations existing at the time of entering into the contract; business disturbances due to fire, accident or other incidents and natural phenomena, all this irrespective of whether the non-fulfilment or non-timely fulfilment takes place at the user, his suppliers or third parties engaged by him for the fulfilment of the obligation.
- 14.3 In the event the other party should in any way fail to promptly meet its obligations vis-à-vis the user, in the event of a cessation of payment, application for a (provisional) suspension of payment, bankruptcy, attachment under execution, cession of estate or liquidation of the other party's company, all that which is owed to the user by the other party by virtue of any contract shall become immediately due and payable in full.

#### **ARTICLE 15: CANCELLATION AND DISSOLUTION**

- 15.1 A. The other party waives all rights to dissolution of the agreement ex Article 6:265 ff. of the Dutch Civil Code or other statutory provisions, unless cancellation pursuant to this article has been agreed.  
B. The provisions under A of this paragraph shall not apply in the event that the other party is a natural person not acting in the exercise of a profession or business.
- 15.2 Cancellation by the other party shall only be possible with the user's consent. In that case, the other party shall be obliged to take delivery of goods already ordered, if in such a case not worked or processed, against payment of the cost price, in addition to compensation of at least 20% of the

- purchase price or agreed price. The other party shall be liable to third parties for the consequences of the cancellation and shall indemnify the user in this respect.
- 15.3 Amounts already paid by the other party shall not be refunded.

**ARTICLE 16 - RIGHT OF RETENTION**

The user shall be entitled to retain all that has been delivered by the user to the other party, as well as that which the user has manufactured for the other party, until the other party has fulfilled all its obligations towards the user.

**ARTICLE 17 - LIMITATIONS AND EXPIRY PERIODS**

All claims and defences against the user and the third parties involved by the user in the performance of an agreement shall lapse within one year after the claim or defence arose for the other party.

**ARTICLE 18: APPLICABLE LAW / JURISDICTION**

- 18.1 Dutch law shall exclusively apply to the contract(s) concluded between the user and the other party. Disputes arising from this/these contract(s) shall also be settled according to Dutch law.
- 18.2 The applicability of the Vienna Convention (C.I.S.G.) is excluded.
- 18.3 The Dutch District Court of Noord-Holland, Alkmaar location, has exclusive jurisdiction to take cognisance of disputes. Nevertheless, the user has the right to submit the dispute to the court that has jurisdiction according to the law. In the event the other party is a natural person not acting in the exercise of a profession or business, within 1 month after the user has notified the other party that the case will be submitted to the court, the other party can make it known that it opts for settlement of the dispute by the by the court with statutory jurisdiction.