

## General Terms and Conditions CCV International BV

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### 1. Definitions

- 1.1 Offer: Every Offer made by the Contractor to the Client.
- 1.2 Advice: Providing advice in a general sense, including in any event providing advice in the sphere of automation and/or organisation, carrying out feasibility studies, conducting system analysis, providing advice with respect to the equipments and/or software to be used by the Client, providing support in the development of software, providing and/or organising instruction, courses or workshops and instructing and supervising co-workers.
- 1.3 GTCD2022: These general terms and conditions of delivery, consisting of
  - Part A with general provisions;
  - Part B with supplementary provisions regarding the supplying of services, including R&D, Advice, service and training and furthermore including the contracting of work, with the exception of the development of Software;
  - Part C with supplementary provisions regarding the development of and/or supplying of Software.
- 1.4 Documentation: Any pamphlets, product information, factory drawings, instructions, test certificates, catalogues, price lists and folders supplied by the Contractor, as well as all data supplied in or as part of an Offer and/or the compliance of the Agreement, such as for example but not limited to: designs, drawings/images, plans, descriptions, explanations, ideas, models, samples, tables, diagrams, databases, software, calculations and all other information of a confidential nature.
- 1.5 Shortcoming: There is a Shortcoming if, based on the Agreement, the item/service supplied by the Contractor to the Client is not complete and/or does not comply with the specifications and/or does not possess the feature(s) that the Contractor explicitly confirmed with the Client prior to or upon concluding the Agreement.
- 1.6 Item/Service Supplied: The Item/Service Supplied by the Contractor based on the Agreement, including the (part of the) Work and/or the Activities that the Contractor supplied to or provided respectively to the Client on the basis of the Agreement.
- 1.7 Without Delay: as soon as reasonably possible.
- 1.8 Order: The Activities agreed upon as well as the Work agreed upon and any other items/services to be supplied by the Contractor on the grounds of the Agreement.
- 1.9 Confirmation of the Order: The Written notification from the Contractor to the Client containing a summary of the content of the Agreement. As a rule, the Confirmation of the Order describes the scope of the delivery agreed upon and the prices and terms and conditions agreed upon.
- 1.10 Client: The Party for whom the Offer made by the Contractor is intended, to whom the Contractor has supplied and/or with whom the Contractor has entered into an Agreement.
- 1.11 Contractor: CCV International BV (Trade name : Conovalve) or its affiliated companies.
- 1.12 Agreement: The Agreement between the Client and the Contractor, including any change(s) that came about after the conclusion of the agreement, and the contract extras and variations resulting in less work agreed upon.
- 1.13 Parties: Client and Contractor.
- 1.14 Party: One of the Parties.
- 1.15 Written or In Writing: correspondence by registered letter, bailiff's notification, regular post or fax. This also includes correspondence by electronic medium (for instance by e-mail or web form) to the extent that none of the Parties has demonstrably objected to the use of the respective electronic medium.
- 1.16 Supplier: The party from whom the Contractor purchases the goods that are offered.
- 1.17 Work: The item of a material nature or parts thereof that are to be realised by the Contractor for the Client in compliance with the Agreement, such as for example a piece of equipment, machine, semi-finished product, structure, installation or some other item.
- 1.18 Activities: The Activities that the Contractor conducts for the Client in realising the Agreement concerning the provision of services insofar as these do not concern the realisation of a Work for the Client. This includes for instance conducting research and development (R&D), performing feasibility studies, rendering advice, developing, designing, building and delivering and/or adjusting software, systems or operating systems, designing mechanical and electronic installations, performing service and maintenance, assembly, disassembly, installation, deinstallation, connecting, disconnecting, inbuilding, construction, finishing, demolition, setting, calibration, validation, configuration, adjustment and tuning activities, commissioning, testing, measuring, inspecting, taking stock, schooling, workshops, assistance, etc. Services provided are generally calculated on the basis of subsequent calculation with respect to an obligation that is an obligation to perform exclusively.

### 2. Applicability of the GTCD2022, titles and language

- 2.1 Applicability  
These terms and conditions apply to every Offer, to every delivery on the part of the Contractor, to every Agreement between the Contractor and the Client and to every other legal relationship between the Client and the Contractor. Any deviations to these GTCD2022 will only be considered to be in force insofar as these have been explicitly confirmed In Writing to the Client by the Contractor.

## 2.2 Authorised Persons

Only the employees in the employment of the Contractor who are appropriately authorised according to the commercial register of the Chamber of Commerce are authorised to carry out acts intended to have legal effect on behalf of the Contractor. Any juristic acts concluded by persons other than the authorised persons to do so according to the commercial register cannot be invoked against the party on behalf of which the juristic acts were carried out unless the Contractor has affirmed these juristic acts In Writing. Juristic acts are understood to mean, among other things, making an Offer, guaranteeing certain characteristics of a product, making promises with respect to the delivery dates, making changes to previously concluded arrangements, concluding an agreement, etc.

## 2.3 Requirements digital communications

In the course of the duration of the legal relationship, the Contractor may opt to set requirements for the communication between the Parties or regarding the performance of juristic acts via digital media.

## 2.4 Titles of clauses

The titles and the articles of the GTCD2022 serve solely to simplify their interpretation and comprehension and have no other significance. In particular, the titles are not to be used further to the interpretation of the GTCD2022.

## 2.5 References

In those cases in which the GTCD2022 refer to article numbers, the article numbers concerned refer to the articles in the GTCD2022, unless it is evident from the text that the reference refers to an article or articles from some other document or source.

## 2.6 Proof of receipt

In the event that the recipient disputes having received certain correspondence In Writing, then the burden of proof that the recipient has received the correspondence concerned will lie with the sender. In the event that this concerns correspondence per electronic medium, then only the data concerning the sending and receiving as registered on the server(s) of the Contractor will serve as proof, except for convincing evidence to the contrary.

## 2.7 Mutual priority of clauses

Insofar as a clause in the parts B or C of the GTCD2022 applies to the Agreement concerned or to part of this Agreement, and a clause in part B or C is inconsistent with a clause in Part A, then the clause in part B or C will prevail over the clause in question in part A with which it is inconsistent.

## 2.8 Language

The GTCD2022 as drawn up in the Dutch language prevail over the GTCD2022 as drawn up in the English or any other language.

## 2.9 Leniency

If the Contractor does not invoke any provisions of these GTCD2022 (general terms and conditions of delivery 2020) – intentionally or unintentionally – this shall not be construed as a waiver or forfeiture of the right to invoke such provisions at a later time.

## 3. The Offer and the realisation of the Agreement

### 3.1 Free of obligation

All offers are free of obligation unless the Offer specifies a term of acceptance. Any Offer that is made free of obligation may be withdrawn Without Delay after having been accepted. No Agreement will be concluded in that case.

### 3.2 Offer and acceptance

The Agreement will be concluded further to an Offer In Writing and its approval subject to article 3.4. up to and including 3.7.

### 3.3 Sales via webshop

In deviation of the other provisions of this article, an Agreement further to an order via a webshop will not be concluded until the moment that the order is confirmed In Writing by the Client towards the Contractor by means of a Confirmation of the order.

## 3.4 Changed acceptance

To the extent that the acceptance by the Client deviates in any respect from the Offer made by the Contractor, the Agreement will only come about at the moment at which the Contractor accepts the deviation In Writing and by doing so commits the realisation and content of the Agreement by means of an Order Confirmation.

## 3.5 Non-written acceptance

In the event that the Offer or its acceptance and/or the Offer and its acceptance did not take place In Writing, then the Agreement will not be concluded until the Contractor confirms the conclusion and the contents of the Agreement by means of a Confirmation of the Order, unless the Client objects to this Without Delay In Writing.

## 3.6 Agreement pursuant to commencement activities

If the procedure as set out in Articles 3.2, 3.4 or 3.5 is deviated from for any reason whatsoever, the Agreement will be brought about with due observance of the following. In that case, the Agreement will be brought about at the moment at which the Contractor actually commences with the execution of the Agreement or orders a third party to do so. In a situation like this, without prejudice to any evidence to the contrary to be submitted by the Client, the invoice is deemed to convey the content of the Agreement completely and correctly.

## 3.7 Attached information

Documentation provided by or on behalf of the Contractor will only bind the Contractor insofar as the Offer explicitly refers to data in this Documentation.

## 3.8 Documentation in single copy

The Contractor will provide Documentation in single copy free of charge insofar as agreed upon or insofar as relevant in the opinion of the Contractor. The Client will owe the Contractor a reasonable reimbursement of the costs for any additional copies of Documentation of this kind.

## 3.9 Furnishing of security

The Client will provide the Contractor adequate securities at its own expense at the first request of the Contractor with respect to the timely compliance with its obligations further to the Agreement.

## 3.10 Engaging third parties

The Contractor is authorised to engage third parties for the purpose of the realisation of the Agreement as concluded between the Parties and to charge the costs involved to the Client in accordance with that Agreement.

## 4. Secrecy

### 4.1 Prohibition

The Client is prohibited to copy or reproduce Documentation or parts thereof in any shape or form, or to make such (or have others make such) known to third parties, to allow third parties the use of, to sell to third parties or to make available to third parties, without the permission In Writing of the Contractor.

### 4.2 Right of use Documentation

The Client is only allowed to make use of Documentation insofar as this is necessary further to the realisation or compliance with the Agreement. At the first request of the Contractor, as well as in the event that the Agreement is not concluded, ends prematurely or is cancelled, the Client is to immediately return all of the Documentation that it has received to the Contractor at its own expense.

### 4.3 Limited circle of readers

The Client will only share the Documentation with its own employees within its own organisation and only insofar as necessary further to the realisation of or the compliance with the Agreement. Upon taking delivery of the Documentation, the Client guarantees that it has taken and will timely take adequate measures in order to prevent that the Documentation or parts thereof are leaked to any persons other than the persons/third parties who may take cognizance of the Documentation on the grounds of this article.

## 5. Amendment to the Agreement

- 5.1 Only In Writing**  
Any amendments to the Agreement can only be agreed upon In Writing. In the event that the Parties have reached agreement on a certain amendment to the Agreement, then the Contractor will confirm the amendment with the Client In Writing. It will in any case be evident from this confirmation what will be the intrinsic, financial and time-related consequences of the amendment.
- 5.2 Or amended implementation**  
If the Parties agree on the desired amendment to the Agreement in terms of content, yet the Requirement to Submit an Amendment In Writing as laid down in article 5.1 has not been met, and the Contractor is complying with the Agreement in its amended form with the knowledge of the Client, then the invoice or invoices received by the Client from the Contractor will be deemed to specify the correct content and scope of the amended Agreement, except with proof of the contrary to be provided by the Client.
- 5.3 Costs of Items/Services already Delivered**  
If an amendment of the Agreement has been agreed on, the Client will at least be held to pay the agreed price to the Contractor for the Items/Services already Delivered by the Contractor until the moment of amendment and/or the activities performed until that moment.
- 5.4 Costs of amendments**  
In the event that an amendment to the Agreement has been agreed upon, then the Client is to reimburse the Contractor for the costs involved further to this amendment, which costs will be determined in reasonableness by the Contractor. One may consider in this respect the cost price of materials or manpower already purchased, price changes on the part of suppliers or the cancellation costs as a result of the cancellation of deliveries that were initially necessary further to the compliance with the unaltered Agreement.
- 5.5 Delivery times change accordingly**  
If an amendment to the Agreement has been agreed upon then the Contractor will have the right to deviate from delivery times and completion times previously agreed upon insofar as such is necessary in the opinion of the Contractor in order to comply with the Agreement in its altered form.

## 6. Premature termination

- 6.1 Mutual consent**  
Parties can agree exclusively jointly to terminate the Agreement prematurely as well as the conditions under which the respective termination is to take place.

## 7. Prices

- 7.1 Euros**  
Unless the Offer specifies otherwise, all of the prices are in Euros and exclusive of VAT, exclusive of import duties and other levies, taxes or excise duties, exclusive of the packaging costs, exclusive of the costs of insurance and exclusive of the removal charge(s).
- 7.2 Costs of transport and insurance the Netherlands**  
Unless otherwise agreed upon, the costs of transport and insurance within the Netherlands are at the expense of the Client.
- 7.3 Costs of transport and insurance abroad**  
Deliveries outside the Netherlands will take place ex-works manufacturer in accordance with the most recent version of the Incoterms that apply at the time that the offer is made, unless otherwise agreed upon.
- 7.4 Other costs**  
The costs of assembly, installation, building in, erecting, building on, linking or unlinking, construction, connecting, adjusting, synchronising, calibration, validation, gauging, instruction, tests, inspection and putting

into operation are only included in the price, or at least make up part of the delivery, insofar as the Parties have agreed upon this In Writing.

- 7.5 Currency fluctuations > +/- 2%**  
In the event of a non-committal Offer and if this reservation has been included in an Offer that is not non-committal, the Contractor will be entitled to adjust the prices if the official exchange rate at the moment at which the required goods are purchased and/or at the moment of delivery does not deviate more than 2% from the exchange rate on the date on which the Offer was made, on the understanding that the latter rate is set at 100.
- 8. Risk**
- 8.1 Risk transport within the Netherlands**  
For shipments within the Netherlands, the risk of theft, damage, destruction or deterioration is transferred to the Client upon the delivery of the goods concerned, taking into account the other provisions in this article.
- 8.2 Risk transport Abroad**  
For shipments outside the Netherlands, the risk relating to the transport is provided for in accordance with the provisions of the Incoterms as agreed upon by the Parties (see article 7.3).
- 8.3 Transport risk within the gates**  
The risk during transport on the premises of the Client is at all times at the expense of the Client, unless the Client can prove that the damage was brought about due to intent or gross negligence on the part of the management of the Contractor.
- 8.4 Risk of transporting abroad**  
In the event of transport outside the Netherlands, the risk of theft, damage or deterioration shall in any case pass to the Client at the point at which the Contractor has fulfilled all its obligations under the agreed provisions of the Incoterms.
- 8.5 Risk actions**  
Except in cases of intent or gross negligence by the Contractor's management and unless agreed otherwise, without prejudice to article 18, the Client shall bear the consequences of the following risks:

The risk of theft, damage, perishing or deterioration of Item/Service Supplied by the Contractor, the property of the Client or that of third parties in connection with the Contractor's carrying out of activities for the purpose of, among other things but not limited to, assembly, installation, fitting, extending, adding, connecting or disconnecting, constructing, joining, adjusting, setting, calibration, validation, gauging, instruction, tests, control and commissioning.

- 8.6 At-risk items held by the Contractor**  
If the Contractor has separated items from its other stock items for the Client but has not yet delivered these for whatever reason or if the Contractor is holding items for the Client, for example, for repair, inspection, calibration, validation, training, tests, or other reasons, the Client shall bear the risk of loss, theft, damage, perishing or deterioration unless the conscious risk was realized as a result of intent or gross negligence on the part of the Contractor's management.
- 8.7 Risk of returning the Client's items**  
If the Contractor has items from the Client in its possession, for example, for repairs, inspection, etc., and these items are to be forwarded or transported for any reason, the Client shall bear the risk of loss, theft, damage, perishing or deterioration during transport.

## 9. Delivery

- 9.1 Administrative costs**  
The Contractor can, for orders not exceeding an amount to be determined by the Contractor, charge a fee to be determined by it as a contribution to the administrative and logistic costs.

## 9.2 Point of delivery

The point of delivery in the case of delivery within the Netherlands shall be the point at which the goods to be delivered are offloaded at the agreed location. The point of delivery shall, in the case of delivery outside the Netherlands be the point at which the Contractor has fulfilled all obligations under the Incoterms as agreed by the Parties (see article 7.3). For the point at which the risk passes, see article 8, for the point at which ownership passes, see article 16.

## 9.3 Reporting transport damage, etc.

The Client shall report any shortages, shortcomings and damage In Writing directly to the Contractor within 24 hours of the delivery failing which the Client shall be considered as having received the goods in good order, complete and free of damage or shortcomings.

## 9.4 Partial deliveries

The Contractor shall be entitled to deliver the goods in parts and to invoice these separately.

## 9.5 Acceptance

To the extent that with respect to delivery a test, sample or inspection (referred to hereinafter as: 'Acceptance Test') has been agreed on and a Shortcoming is identified, this Shortcoming is to be reported Without Delay, with due observance of the provisions of Article 17.4. If, Without Delay after the Acceptance Test, no Shortcoming is reported with due observance of the provisions of Article 17.4, the delivery will be deemed to be in conformity with the justified expectations of the Client.

## 9.6 Returns

Returns to the Contractor of goods supplied by the Contractor or any part of these, shall, for whatever reason, take place only following prior confirmation In Writing and subject to any forwarding instructions from the Contractor to the Client.

## 9.7 Unaccepted goods

If the Client rejects a delivery from the Contractor or informs it that it shall not accept a delivery, the Contractor shall nevertheless be entitled to invoice the Client for the respective goods and to store or arrange for the storage of such goods at its own discretion at the Client's expense and risk if it deems this to be appropriate without prejudice to all other rights afforded to it under the law in connection with the Client's failure to comply.

## 9.8 Permits

The Client shall, at its expense, take care of all permits, concessions, licences, approvals, etc., that the Contractor shall require in order to fulfil all its obligations under this Agreement.

## 10. On demand orders

## 10.1 Definition

The Parties may agree that the Client shall purchase a certain quantity within a certain period and that the Client shall purchase this quantity in more than one separate delivery in accordance with a fixed demand schedule. This arrangement shall be referred to below as an "On Demand Order". The Contractor shall in such case be entitled to invoice separately for such special deliveries.

## 10.2 On demand deliveries

If an On Demand Order has been agreed, the Contractor shall offer the separate part deliveries on the agreed delivery dates without the Client being required to negotiate these.

## 10.3 Deviations from the on demand schedule

Once an On Demand Order has been agreed, the Parties may agree that a certain delivery time in the delivery schedule may be deviated from subject to the following paragraphs of this article.

## 10.4 Written confirmation

A change to the on demand schedule shall not take effect until the Contractor has confirmed the changed delivery dates for the respective part deliveries to the Client In Writing.

## 10.5 Extended storage

If due to an agreed change to the on demand schedule, the Contractor is required to keep goods in storage for longer than would be the case if the original on demand schedule had been adhered to, the Contractor shall hold these at the Client's expense and risk.

## 10.6 Changes to on demand schedule and end date

If the Parties agree on a new delivery date for a specific part delivery with respect to an On Demand Order, the other agreed delivery dates for part deliveries shall remain unchanged and so shall not also automatically be postponed. A new agreed delivery date for a part delivery shall not be later than the originally agreed delivery date for the last part delivery of the On Demand Order. If the Client wishes to change the last date of the On Demand Order, this Agreement shall be amended in accordance with article 5.

## 10.7 Interruption of On Demand Order

An On Demand Order may only be terminated on the approval of both Parties in accordance with article 6. If the agreed price was based on the purchase of a certain volume and if on the final purchase of a lower volume, a higher price is charged, the Client shall in any case be obliged to pay the additional amount without prejudice to article 6.

## 11. Spare parts

## 11.1 After the warranty period

The Contractor cannot be obliged to deliver spare parts with respect to the goods supplied after expiry of the agreed warranty period.

## 11.2 Warranty on spare parts

If the Contractor supplies or fits spare parts for rectifying a Shortcoming, the warranty period shall not recommence with respect to these spare parts. The warranty period for the original delivery shall remain unchanged.

## 11.3 Parts that are no longer available

As far as the Contractor shall be obliged under the law or this Agreement to deliver spare parts for goods or parts thereof supplied previously to the Client, this obligation shall lapse at the point at which the Contractor ceases to stock these spare parts and when they cease becoming available on the market at reasonable conditions via regular channels.

## 11.4 Similar goods/parts

If the Contractor shall be obliged to replace goods or parts thereof that were supplied to the Client, it shall be free to supply similar goods or parts if it believes that these are suitable for normal use for which the replaced goods or parts thereof were suitable.

## 11.5 Consumer goods (consumables)

As far as the Parties have reached no agreement In Writing as to the deliverability of consumables, the Contractor shall no longer be obliged to be able to deliver such goods on expiry of the agreed warranty period.

## 12. Delivery times

## 12.1 Overseas Deliveries

It is possible that goods such as parts, semi-finished products or raw materials required for their production ("Overseas Deliveries") shall be delivered directly or indirectly from various continents and countries and/or drawn from different suppliers. The Contractor cannot rule out that these Overseas Deliveries in exceptional cases can only be obtained with great difficulty or cannot be obtained at all over a certain period due for example, to the scarcity of raw materials on the world market, environmental catastrophes and significant fluctuations on the supply market. The Contractor cannot therefore always foresee exactly when it shall be able to deliver when the order is placed. In order to inform the Client as accurately as possible, the Contractor shall act as stipulated in the following paragraphs of this article.

#### 12.2 Non-binding deadlines

The Contractor shall state the estimated delivery times in its Offer. The Contractor can verify and confirm these estimated delivery times to the Client once this Agreement has been concluded. The verified delivery times may deviate from the estimated delivery times in the offer. Neither estimated delivery times nor verified delivery times shall be binding.

#### 12.3 Extended delivery times

Due to the fact that the purchase, production, assembly and transport of the ordered goods and the substances, raw materials and semi-finished products used in their manufacture can be prone to unexpected situations over which the Contractor in all reasonableness has no influence in its assessment, the Contractor shall be entitled at all times to extend the verified delivery times by a maximum of four weeks. The Contractor shall to this effect send confirmation of the new verified delivery period(s) prior to expiry of the verified delivery deadline.

#### 12.4 Termination after fourth extension

The Client shall be entitled to terminate all or part of this Agreement if the expected delivery time has been extended more than four times. If the Client terminates this Agreement based on this condition, this shall not lead to any obligation by either Party to compensate for any damage suffered by the other Party as a result of this termination.

#### 12.5 Notice of default required for commencement of default if delivery date has been agreed on

If the Parties on request from the Client have agreed that deliveries shall take place on a specific day and that it shall be stipulated in writing before or on concluding this Agreement that later delivery shall not be acceptable, the Contractor shall, with respect to the exceeding of these agreed delivery times, not enter into default until it has been placed in default In Writing and has been provided with a reasonable period for delivery. For determining such reasonable period, account shall be taken in any case but not exclusively, of the actually current delivery periods and the production times, the duration of any transport and the availability of raw materials and building materials.

### 13. Force majeure (no-fault failure)

#### 13.1 No obligation in the case of force majeure

Neither of the Parties shall be obliged to fulfil any obligations, including any warranty obligations agreed between the Parties if it is prevented from doing so as a result of force majeure.

#### 13.2 Scope

Force majeure shall be deemed to include: (i) force majeure on the part of the Contractor's Suppliers, (ii) failure to properly fulfil obligations by Suppliers that the Client requires the Contractor to use, (iii) deficiency of items, equipment, software or materials from third parties that the Client requires the Contractor to use, (iv) governmental actions, (v) electricity failure, (vi) failure of the Internet, service providers, computer network or telecommunication facilities, (vii) war, (viii) occupation, (ix) strike, (x) general transport problems and (xi) the unavailability of one or more members of staff whose personal efforts are essential in carrying out this Agreement, (xii) terrorist attacks or occupation, (xiii), epidemics and pandemics, (xiv) financial crisis, (xv) the non-functioning of the payment network of the banks concerned.

#### 13.3 (Partial) Dissolution

If a situation of force majeure exceeds a period of ninety days, each of the Parties will be entitled to dissolve the Agreement In Writing or, if there has been any performance pursuant to the Agreement, to dissolve the Agreement in part. In the event of a partial dissolution or the impossibility of undoing the performance, the Parties will be held to make a part payment or to compensate the value. Payments to be made with respect to this settlement are to be made by the Parties Without Delay.

#### 13.4 Reporting force majeure

If the Contractor wishes to claim force majeure, it shall inform the Client of this as soon as practically possible. The consequences of force majeure shall come into effect from the moment that the circumstance leading to this, the cause or incident has occurred.

#### 13.5 Suspension

If the Contractor is prevented by force majeure from fulfilling any due obligation towards the Client and the Contractor believes that the force majeure shall be of a temporary or transitory nature, the Contractor shall be entitled to suspend the carrying out of this Agreement until the situation that caused or is causing the force majeure has ceased.

#### 13.6 Priority

If the Contractor is prevented from fulfilling its obligations towards one or more but not all of its customers or Clients due to force majeure, the Contractor shall be entitled at its own discretion to decide which obligations it shall fulfil, towards which customers and Clients and in which order.

### 14. Warranty

#### 14.1 Product warranty

With due consideration for the other provisions of these terms and conditions, the Contractor shall only guarantee that the Item/Service Supplied with the exception of consumables at the point of delivery shall comply with the product specifications and that they possess the properties confirmed by the Contractor to the Client In Writing before or on conclusion of this Agreement.

#### 14.2 Further warranty/Working Life Warranty

The Parties may agree that the Contractor shall provide a warranty exceeding that of the product warranty pursuant to article 14.1 in accordance with this paragraph. The Contractor shall only guarantee that Item/Service Supplied shall function and/or perform in a certain manner in combination with items supplied by third parties and/or in combination with items from the Client (for example, in a process, in a machine or in an installation of the Client) ("Working Life Warranty") if and as far as the Contractor has expressly confirmed this In Writing to the Client before or on concluding this Agreement in accordance with article 2.2. The conditions on which an obligation to produce results shall be based relating to Work in accordance with article 28.4 shall also apply to a Working Life Warranty. A Working Life Warranty shall lapse at the point after delivery when circumstances transpire that the Contractor believes negatively affect the functioning of the Item/Service Supplied and that the Client had not already informed the Contractor of before or on concluding this Agreement and that the Contractor had confirmed to the Client In Writing. Unless agreed otherwise, a Working Life Warranty will expire after a period of twelve (12) months upon delivery has lapsed.

#### 14.3 Warranty period

Unless other warranty periods are mentioned in the Offer, the warranty period mentioned in 14.1 for new cases is twelve (12) months as from the moment of delivery. No warranty shall be provided for used items that the Contractor supplies unless the Offer states otherwise.

#### 14.4 Reporting Shortcomings during the warranty period

If the Client has become aware of a Shortcoming and wishes to make a claim under the warranty regarding the defective delivery, the Client shall report this Shortcoming in accordance with article 17.4 failing which this right shall lapse.

#### 14.5 Repair or replacement

If the Contractor believes there is indeed a Shortcoming that is attributable to it and the Client due to this shortcoming has rights under the warranty in accordance with article 14.1, the Contractor shall at its discretion either arrange for the repair of this Shortcoming or replacement of the respective item unless such repair or replacement cannot reasonably be expected of it.

#### 14.6 Method of repair

The Contractor shall be free to carry out repairs itself, to outsource this or to engage third parties.

#### 14.7 Returns to the Contractor

The Client shall send any goods under warranty to the Contractor at its own expense. The Client shall bear all costs arising due to this such as but not limited to, costs associated with fitting and extending, installation, calibration, verification, starting up, loss of production, waiting time, downtime, packaging, insurance and transport.



**14.8 Reimbursement of costs**

If the Contractor believes that the goods sent to it under warranty following inspection do not show any Shortcomings or if the Client has no rights under the warranty, the Client shall be obliged to reimburse the Contractor for all costs of inspection, storage and dispatch.

**14.9 What is not covered by the warranty**

Without prejudice to the other provisions of this article, the Client shall in no case be entitled under the warranty:

- If the Item/Service Supplied has not been used for the purpose and under the circumstances for which they were delivered;
- If the Item/Service Supplied was used contrary to the instructions and regulations, etc.;
- With regard to items provided by the Client for processing;
- If the assumed shortcoming is the result of wear following normal use;
- On Activities carried out with the character of an obligation to perform;
- With respect to items required by the Client or drawn by the Contractor from third parties designated by the Client.

**14.10 Lapse of warranty**

All claims under the warranty shall lapse immediately at the point at which, without the Contractor's confirmation In Writing:

- Changes, adjustments and/or repairs are carried out on the Item/Service Supplied;
- The Item/Service Supplied is not or has not been used or handled carefully in accordance with the provided and/or applicable (factory) regulations or operating instructions;
- The Item/Service Supplied is otherwise not or has not been used or handled properly;
- The software has been adjusted or upgraded with respect to the Item/Service Supplied and this was not carried out by the Contractor itself or any third party designated by the Contractor;
- The Item/Service Supplied is or has been used or applied for other purposes than originally intended;
- The Item/Service Supplied is or has been used in a manner not reasonably envisaged by the Contractor based on the details with which the Client provided the Contractor before or on concluding this Agreement.

**14.11 Release from warranty obligations**

As long as the Client fails to comply or comply fully with one or more of its contractual obligations towards the Contractor, the Contractor shall be released from its warranty obligations from the point at which the Client fails to properly fulfil its obligations up to the point at which the Client has once more fulfilled all its obligations towards the Contractor. The warranty period shall continue during the period that the Contractor has been released from its warranty obligations.

**14.12 Damage during the warranty period**

As far as the Contractor shall be obliged during the warranty period to compensate for damage or costs incurred by the Client due to a shortcoming, the Contractor's fulfilling the warranty obligation shall be considered the only and full compensation.

**15. Security rights****15.1 Right of retention**

The Contractor shall have a right of retention over all goods from or on behalf of the Client in the Contractor's possession for any reason as far as the Client fails to fulfil any of its obligations towards the Contractor.

**15.2 Creation of new items**

If the Client creates (or helps create) a new item from items provided by the Contractor, the Client shall be considered as having created the new item for the Contractor until the Client has fulfilled all its obligations towards the Contractor under this Agreement. The Contractor shall in that case retain all the rights as the owner of the newly created item until the Client has fulfilled all its obligations. By entering into this Agreement with the Contractor, the Client grants it permission to enter its premises and buildings in order to seize its property.

**15.3 Right of lien**

The Client shall on first request from the Contractor and at the Client's expense, provide its assistance in fixing an unpropertied right of lien to newly formed items as provided for under article 15.2 that incorporate items supplied by the Contractor as far as the Client has not yet fulfilled all its obligations towards the Contractor.

**16. Reservation of ownership****16.1 Extended reservation**

Without prejudice to article 8 on the risk and its transfer, all goods supplied by or on behalf of the Contractor shall remain the Contractor's property up to the point at which the Client has fulfilled all due obligations towards the Contractor.

**16.2 Proper care**

The Client shall be obliged – as long as under article 16.1, the goods supplied by or on behalf of the Contractor are still the Contractor's property – such goods shall be kept separately from other goods in such a way as to be easily and clearly identifiable as the Contractor's property.

**16.3 Claims**

In case of non-payment of any amount owed and due by the Client to the Contractor and in the event that this Agreement ends other than by way of completion, the Contractor shall be entitled to demand the return, as its property of the goods to which the reservation of ownership relates and to take (or arrange for the taking of) measures, subject to the offsetting of any monies already paid for these goods without prejudice to the Contractor's rights to claim compensation for any loss or damages. In case of such non-payment or termination of this Agreement, any demand by the Contractor against the Client shall be immediately due in full.

**16.4 Reclaiming goods**

The Client shall on first request from the Contractor, issue authorization for the immediate return of the goods not yet paid in full wherever these may be. The Client shall be obliged on first request from the Contractor, to provide its assistance in order to enable the Contractor to exercise its reservation of ownership including any disassembly, extension, shutting off, disconnection, etc.

**16.5 Consequences of sale**

The Client shall be entitled to sell or use the goods that are subject to reservation of ownership by the Contractor in its normal business activities; no security rights may however be attached to these goods and the Client may not carry out (or have carried out) any transactions with respect to these goods whereby these would become part or component of one or more other goods. If goods are delivered that are still subject to reservation of ownership by the Contractor, the Client shall be obliged to reserve ownership itself and on first request from the Contractor to transfer to the Contractor all demands against the Client's debtor up to the amount owed.

**17. Prevention of damage, reporting Shortcomings****17.1 Due care by the Contractor**

The Contractor shall exercise the appropriate care in carrying out this Agreement as may in all reasonableness be expected of it. It cannot however be ruled out that the Item/Service Supplied by the Contractor shall not reach the Client free of Shortcomings due to events during transport or unforeseen circumstances or that they shall show Shortcomings resulting from the way the Client uses these.

**17.2 Preventing damage**

It may be possible to use the Item/Service Supplied by the Contractor for the Client's processes or installations. The Contractor shall not generally be aware of the manner in which the Item/Service Supplied is installed or used, the circumstances under which the goods delivered are used or the specific demands placed on the Item/Service Supplied. The Item/Service Supplied unexpectedly showing a Shortcoming may represent damage for the Client. The amount of this damage depends largely on how the Client's processes and installations are set up and the purpose of such processes and installations. What is important for example, is the manner and speed of monitoring, whether this is carried out redundantly, frequency and level of inspections, types and method of alarm in the event of malfunction, whether or not there is permanent supervision, troubleshooting procedures and related business processes, quality of maintenance, etc. Because all these parameters are within the Client's domain, the Client shall be responsible for taking sufficient measures to prevent unnecessary or an unnecessarily high level of damage if an item/service supplied by the Contractor should develop a shortcoming.

## 17.3 Warning

Use of items that are not functioning properly can have serious consequences for the functioning of processes or installations of which the Item/Service Supplied are part or for persons involved in this. The Contractor therefore strongly advises against this.

## 17.4 Report shortcomings

The Client shall report any Shortcomings to the Contractor In Writing immediately on gaining knowledge of this or reasonably being expected to have gained such knowledge when it would have taken sufficient measures provided for under article 17.2. The report of the Shortcoming shall be of such a concrete nature that it shall be clear to the Contractor without having to make any further enquiry as to what is the nature of the Shortcoming and what actions can be reasonably expected of it. The report on the Shortcoming shall describe all relevant circumstances that are or could be of importance for assessing what led to the Shortcoming.

## 18. Liability

## 18.1 Conditions of damage compensation

Except in the case of intent or gross negligence by the Contractor's management and with consideration for the other provisions of GTCD2022 and in particular, the other paragraphs of this article, the Contractor shall only be obliged to compensate the Client for the damage that it has suffered due to a Shortcoming. The obligation to compensate for damage shall not arise before all the following conditions have been fulfilled:

- The Client shall have informed the Contractor of the Shortcoming as described in article 17.4.
- There must be a situation of default as provided for under articles 18.2 and 18.3.
- The damage shall be attributable to the Contractor.
- The Client shall have made it sufficiently clear that it has taken enough safety precautions to prevent or limit damage as stated for example, in articles 17.2 and 17.3.

## 18.2 Period of default

The Contractor is in default during the period in which the performance fails to take place after it has become due and the requirements of Article 18.3 have been met, unless the delay cannot be attributed to the Contractor, or unless compliance has become permanently impossible.

## 18.3 Notice of default

The default provided for in article 18.2 shall only apply once the Client has placed the Contractor in default In Writing whereby it is set a reasonable period in which to comply and it fails to comply within this period. For determining such reasonable period, account shall be taken in any case but not exclusively, of the actually current delivery periods and the production times, the duration of any transport and the availability of raw materials and building materials.

## 18.4 Liability insurance

The Contractor may but need not take out an insurance against damage caused by a shortcoming in complying with the Contractor's obligations towards the Client which can be attributed to the Contractor. By entering into an Agreement, the Client accepts that the Client has the duty to check in advance if the coverage offered by the liability insurance taken out by the Contractor is sufficient in the former's opinion for the respective Order. At the Client's first request, the Contractor will send the Client a copy of the respective insurance policy document.

## 18.5 Limitation liability

If the Contractor is liable towards the Client, with due observance of the foregoing, and is held to compensate the latter's damage, the obligation to compensate the damage will be limited to compensating the direct damage, not exceeding the amount under the Agreement (exclusive of VAT). If the Agreement is primarily a continuing performance contract with a term exceeding one year, the amount referred to above will be the total of the compensations (exclusive of VAT) agreed on for one year. The compensation obligation will never exceed €500,000.00 (five hundred thousand euros).

Direct damage is understood to mean exclusively: (I) repair, recovery or replacement costs, (II) the reasonable costs for establishing the cause

and extent of the damage, (III) reasonable costs incurred to prevent or limit the damage to the extent that the other party demonstrates that these costs have led to confinement of the direct damage as referred to in these general terms and conditions.

In the case that the insurer pays an amount with respect to the Contractor's liability as referred to above, the compensation obligation will also be limited to the amount paid by the insurer for the respective case or the amount covered by the insurance.

## 18.6 Exemption of liability for indirect damage

The Contractor's liability shall in any case be excluded for indirect or consequential damage including in any case:

- Other damage than the damage for the Contractor for rectifying the direct consequences of the failure to comply;
- Damage due to loss of profit, downtime, perishing or deterioration of goods as a result of downtime, loss of savings, stagnation or reduced goodwill;
- Damage resulting from third party claims including the Client's customers;
- Damage in connection with the use of items by the Contractor stipulated by the Client such as but not limited to: installations, tools, machines, materials or data, information or software from third parties;
- Damage in connection with the Contractor's engaging of suppliers, programmers, advisers or controllers stipulated by the Client;
- Damage to mutilation, destruction or loss of data, digital equipment settings, software, information, details or documents.

## 18.7 Other exceptions

The Contractor's liability shall also be excluded in the event of:

- Direct and indirect consequences of the Client's failing to adhere strictly to the use or operating instructions.
- Normal wear and damage and/or wear due to improper use and as a result of overloading or any other form of abnormal use.
- Abnormal or unforeseen circumstances or at least circumstances with which the Contractor in all reasonableness need not have taken into account based on the details with which it was provided on concluding this Agreement.
- Damage against which the Client could have insured itself.

## 18.8 Cumulation

The exceptions and limitations of the Contractor's liability as provided for under article 18 shall not affect the other provisions and exceptions as provided for under GTCD2022.

## 18.9 Limitation

Any claim that the Client shall have against the Contractor shall lapse after twelve months after such claim arises and in any case after three years following delivery by the Contractor irrespective of the grounds on which this claim is based.

## 18.10 Release

The Client shall release and indemnify the Contractor from all third party claims for compensation due to damage suffered by such third parties including claims due to product liability and the violation of intellectual property rights as a result of goods, including goods from the Contractor supplied by the Client to such third parties.

## 18.11 Claim against GTCD2022 by others

The provisions in this article and all other restrictions and exclusions of liability provided for in the GTCD2022 shall also apply in favour of the Contractor's employees and all (legal) persons of which the Contractor uses in carrying out this Agreement and for the benefit of the group of companies of which it is a part.

## 18.12 General conditions of third parties

With respect to goods and services that the Contractor has obtained from a third party, the conditions relating to the respective agreement as regards the warranty, spare parts and liability shall also apply to this Agreement between the Contractor and the Client if and as far as the Contractor claims this. The Client shall give the Contractor the authority to accept a limitation of liability on the part of these third parties by entering into an Agreement.

## 19. Intellectual property rights

### 19.1 Property

All intellectual property ("IP") rights to the Item/Service Supplied, developed or provided by the Contractor to or for the Client – including Documentation, inventions, ideas, software, ICs, databases, diagrams, equipment, samples, connections, methods, drafts, installations, solutions, analyses, designs, reports, quotations, etc.,- shall remain exclusively with the Contractor or its licensor(s) or Supplier(s).

### 19.2 Rights of use of deliveries

Unless otherwise agreed in Writing, the Client shall in connection with the agreed deliveries, as far as applicable, acquire only the perpetual, non-exclusive and non-transferrable rights of use for the specific application for which the delivery was entitled and only for use in the country where the delivery was to take place according to the Agreement.

### 19.3 Transfer of user rights

The user rights provided for in article 19.1 shall only pass to the Client at the point at which the respective deliveries shall be complete and have been carried out correctly and the Client has fulfilled all its obligations towards the Client under this Agreement.

### 19.4 Registration of IP rights

As far as the rights provided for in 19.1 shall be subject to registration, before such rights shall arise, the Client shall be prohibited from performing the respective registration acts (or having this arranged) without the Contractor's permission in Writing.

### 19.5 Violation

If any goods sold by the Contractor to the Client in the Netherlands should unexpectedly violate any third party property rights for which the Client is held liable, the Client shall be obliged to inform the Contractor of this immediately In Writing. The Contractor shall in such case be entitled to rectify this violation by:

- Granting the Client the right to use these goods or
- Changing the goods in such a way that this shall no longer constitute a violation or
- Delivering replacement goods that do not constitute a violation or
- Refunding the Client for the purchase price once the Contractor has received the goods minus a reasonable fee for the period that the Client had the use of these goods.

With respect to the violation of IP rights outside the Netherlands, the Client shall have no claim or demand against the Contractor.

### 19.6 Exclusion of IP liability

The Contractor shall not be liable for the violation of any intellectual property rights or any other exclusive rights resulting from:

- Any change of or to goods sold or delivered by or on behalf of the Contractor;
- Any use or application of such goods other than that prescribed by the Contractor or of which the Contractor may assume based on this Agreement;
- Integration, use or application with goods not sold and delivered by or on behalf of the Contractor including (parts of) systems and networks;
- A software application that was not created by or on behalf of the Contractor.

## 20. Payment

### 20.1 Conditions of payment

The Client shall pay the invoices in accordance with the conditions stated on the invoice. If no specific conditions are stated on the invoice, the Client shall pay within thirty days of the invoice date. The Client shall not be entitled to offset or suspend payment. The date indicated on the Contractor's bank statements on which a payment is received shall be considered the date on which the payment was made.

### 20.2 Order of payment

Any payment made by the Client shall – if applicable – first of all be made against the interest owed by it as well as collection and

administration costs and then with against any outstanding demands starting with the oldest.

### 20.3 Late payment

If the Client fails to make payment to the Contractor on time, the Client shall be liable for the statutory rate of interest on commercial transactions with respect to the outstanding amount calculated cumulatively per month without this requiring any demand or notice of default. The Client shall be in default as of right if it still fails to fulfil its payment obligations within a reasonable period following a reminder, a demand or notice of default. As well as statutory costs, the Client shall from this point be liable for the legal and extra-legal fees actually incurred by the Contractor including those fees charged by the parties and/or legal experts.

### 20.4 Claims invoices

Claims regarding invoices shall be submitted to the Contractor in writing within eight days of the date of these invoices.

### 20.5 Continuation of obligation to pay

The reporting of a Shortcoming as provided for in article 14.4 and/or article 17.4 shall not release the Client from its payment obligations towards the Contractor.

## 21. Termination of this Agreement

### 21.1 Dissolution

If one of the Parties is in default, the other Party will be authorised to dissolve the Agreement in whole or in part.

### 21.2 Compensation for damage

The Contractor shall not be liable for compensation to the Client in the event of dissolution by the Client.

### 21.3 Immediate termination in specific cases

The Contractor may without notice of default dissolve this Agreement with immediate effect in the event the other party is declared bankrupt, cedes property, is granted a (temporary or definitive) suspension of payment, in the event that all or part of the other Party's assets are seized or in the event that the other Party's enterprise is liquidated or wound up.

### 21.4 Consequences of dissolution

If either Party dissolves an Agreement in accordance with the provisions of this article, the amount that the Client shall owe to the Contractor at the point of termination or dissolution shall remain payable in full and the Client shall also be liable for interest and costs with respect to these amounts in accordance with GTCD2022 without prejudice to the Contractor's right to demand compensation as well as the entitlement to use the rights flowing from the reservation of ownership, to take other (legal) measures as well as claim other rights due to the Contractor.

## 22. Cancellation at the Client's request

### 22.1 Mutual agreement

The Client can request that the Contractor agree to the annulling (cancelling) of an Agreement that has already been placed but not carried out. An Agreement may not be cancelled before the Parties have reached an agreement In Writing on the conditions of such cancellation including the amount of the cancellation costs and once the Contractor is of the opinion that all agreed cancellation conditions have been fulfilled.

### 22.2 Point of cancellation

As long as the Parties have not reached an agreement as to the cancellation conditions or as long as the Contractor is of the opinion that the cancellation conditions have not been fulfilled, the Agreement shall continue and the parties shall remain mutually obliged to fulfil their obligations to one another under this Agreement.



### 22.3 Cancellation fee

The Contractor shall determine the amount of the cancellation fee on a case-by-case basis. The following factors among others are of importance in determining the amount of the cancellation fee:

- The amount stated in the Agreement;
- The extent to which the Agreement has already been carried out;
- The type of Agreement (delivery of goods, development contract, delivery of a piece of work, a service contract, training/instruction, etc.);
- The expenses that the Contractor has already incurred up to the point of cancellation and the obligations that the Contractor has entered into in connection with the carrying out of the Agreement;
- The actions to be carried out by the Contractor in connection with the cancellation;
- The profit that the Contractor loses as a result of the cancellation.

### 22.4 Damage due to cancellation

If an Agreement is cancelled, the Contractor shall in no case be liable to the Client for any damages that it incurs or might incur following this cancellation.

## 23. Applicable law and disputes

### 23.1 Dutch law

Dutch law shall apply to all Offers from the Contractor, any Agreement entered into by or on behalf of the Contractor and any other legal relations between the parties. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply.

### 23.2 Choice of court

Disputes arising from a contract concluded between the Contractor and the Client shall be adjudicated by the competent court of the district in which the Contractor is located as the court in the first instance with the proviso that if a particular court is mandatorily appointed as competent court then the dispute shall be decided in the first instance by the court so appointed without prejudice to the Contractor's right to seizure or to take other provisional measures at the place(s) and before the legal bodies that the Contractor wishes.

### 23.3 Miscellaneous

The provisions of article 23.2 shall not affect the Contractor's right to submit a dispute before the court competent under normal rules of competence or to have this settled by arbitration or binding advice.

## 24. Validity

If any provision in these GTCD2022 is not completely valid or only partially valid and/or not enforceable as a result of any legal directive, judicial judgement or any directive, decision, recommendation or measure from any local, regional, national or supranational authority or body or otherwise then this shall have no effect on the validity of the other provisions in these GTCD2022. If a provision in these GTCD2022 might not be valid for one or other reason indicated in the previous sentence but would be valid if it had a more limited range or scope then this provision shall be automatically valid with the most far-reaching or extensive range or scope with which or within which it is valid.