

Article 1. Definitions; scope of application

- 1.1 In these Terms, the following definitions apply: Supplier: Aanneming- en Verhuurbedrijf Van Tunen B.V.; Customer: the Supplier's counterparty.
- 1.2 These Terms apply to agreements - including the actions involved in establishing agreements - for the supply of goods and/or the rendering of services and/or the creation of a work, all to the extent that the Supplier is the provider, vendor, or contractor. They also apply to any supplementary or follow-up agreements. Furthermore, they apply to all types of services rendered by the Supplier or an employee of the Supplier to a Customer or an employee of the Customer that are in any way connected with the agreements mentioned in the first sentence above, including the provision of free technical advice.
- 1.3 These Terms apply exclusively, in that specific stipulations and general terms of the Customer do not apply, except if and insofar as they have been explicitly accepted by the Supplier, in writing. Any deviating stipulation or condition shall apply exclusively to cases in respect of which the deviation has been agreed.
- 1.4 If, in the case of a purchase/sale or exchange of a used machine and/or truck, a "Warranty for used machines or trucks" is given, the Terms of such Warranty shall also apply. Insofar as the Terms of the Warranty deviate from these Terms, the Terms of the Warranty shall take precedence.

Article 2. Offers; information material

- 2.1 Unless explicitly stated otherwise, all offers by the Supplier, in any form whatsoever, are without obligation in that, even after the Customer has accepted an offer by the Supplier, the Supplier shall be entitled to revoke the offer within three (3) complete calendar weeks of its acceptance.
- 2.2 Unless explicitly stated otherwise, details and specifications with regard to dimensions, capacities, performance or results in images, drawings, catalogues, price lists, advertising material and the like are an indication only, and the Supplier is not bound by them.

Article 3. Delivery; obligation to take receipt; time and place of delivery; transfer of risk and ownership

- 3.1 The Supplier is entitled to make partial deliveries.
- 3.2 The Customer must take receipt of the goods and services in respect of which delivery by the Supplier has been agreed, at the time and place agreed between the parties under the relevant agreement and/or these Terms.
- 3.3 The lead time for delivery or performance commences upon the establishment of the agreement or, if payment to the Supplier of a sum prior to or upon commencement of performance of the agreement has been agreed, at the time that full payment of such sum has been received. If the Supplier depends partly on the Customer's cooperation in order to perform the agreement, and the Customer fails to cooperate, for any reason whatsoever, the lead time for performance shall be extended by the amount of time reasonably required by the Supplier in order to make good the delay caused by the Customer's failure. The same shall apply if delays arise in performance due to requests from or on behalf of the Customer or a government body to amend, modify or supplement what has been agreed. Furthermore, the additional costs incurred by the Supplier due to a delay as described above shall be borne by the Customer. All delivery or performance lead times are an indication only. The Supplier is only in default for exceeding the lead time if, after the agreed lead time has elapsed, the Customer sets a reasonable, specified lead time, in writing (which may not, however, be shorter than fourteen calendar days from the day of receipt of the notification) and the Supplier does not, for reasons attributable to it, fulfil its delivery obligation within that specified lead time. The Supplier is not liable to pay the Customer compensation for exceeding the lead time for delivery or performance.
- 3.4 Unless expressly agreed otherwise, delivery is made to the Supplier's factory or warehouse.
- 3.5 The risk in respect of an item to be delivered by the Supplier permanently passes to the Customer upon arrival at the place of delivery. If the Customer does not take receipt at the time of delivery agreed between the Supplier and Customer, for reasons not attributable to the Supplier, the risk shall permanently pass to the Customer at said time. All costs associated with storage and transport which the Supplier necessarily incurs with respect to the item, from the time of delivery mentioned in the preceding sentence, are payable entirely by the Customer.
- 3.6 Even if the Supplier has committed to granting title to an item, despite the delivery ownership of the item shall be retained by the Supplier until such time as the Supplier has received full payment from the Customer of all amounts due in connection with the delivered goods and services and on account of the Customer's failure to fulfil what it owes in that regard to the Supplier. The Customer may only use items subject to reservation of title within the course of its ordinary business. However, it may not sell or let such items or encumber them with securities or other limited rights in rem. If the Customer fails to fulfil any payment obligation, the Supplier shall be entitled to take back goods that are still subject to reservation of title, without the Customer's cooperation. The Supplier is not obliged to compensate the Customer for the loss it suffers in connection with the goods being taken back. The costs of taking back and, if necessary, monetizing the goods shall be borne entirely by the Customer. The market value to the Supplier of the goods it has taken back shall be deducted from all amounts still payable to the Supplier by the Customer. However, the Supplier is never obliged to set a value that is higher than the price agreed with the Customer for said goods.

Article 4. Manual; instruction

- 4.1 The Supplier will provide the Customer with a manual or instruction book containing information about the construction, functioning and operation of the machines and systems to be delivered; in the case of a Dutch purchaser, these will be provided in Dutch, if available.
- 4.2 The Customer is entitled to free instruction, if agreed in the relevant agreement.

Article 5. Drawings, software, etc.

- 5.1 All drawings, images, catalogues, software and other information, other than a manual or instruction book as referred to in article 4, which one party provides to the other shall remain the property of that party and must be returned on said party's first request. The aforesaid information may not be copied or shown to third parties without prior, written permission.

Article 6. Price; price changes

- 6.1 Unless explicitly stated otherwise, a quoted or agreed price does not include VAT or any other government levy payable in connection with the agreement and, in the event that the Supplier is arranging transport of items, also does not include the costs of packing, packaging, shipping and insurance. The Supplier may separately charge in full all of the aforementioned costs.

- 6.2 If the costs of performing the agreement increase for the Supplier because of a rise in cost factors which affect the price, such as wages, social security and other insurance premiums, materials, the value of foreign currency, etc. since the time of the Supplier's most recent offer or price quotation, the Supplier shall be entitled to revise the price to cover the additional costs, at least to the extent that all the costs combined exceed 0.5% of the agreed price.
- 6.3 If a price in a currency other than the Euro has been agreed between the Supplier and Customer, and said other currency falls in value against the Euro after the Supplier's most recent offer or price quotation, the Supplier shall be entitled to revise the price by the amount necessary to cover the fall in value, until the time that full payment is made.

Article 7. Payment

- 7.1 Unless explicitly agreed otherwise, the agreed price must be paid in full, without any discount or setoff, within thirty (30) working days of the invoice date indicated on the invoice concerned, by credit to the bank account designated by the Supplier. The Supplier is entitled to also issue invoices for partly deliveries.
- 7.2 Unless the Supplier has expressly consented to deferment of payment, the Customer is not entitled to suspend payment of the price on the grounds that, in its opinion, the delivery or performance by the Supplier is defective.
- 7.3 If payment is not made on time, without prejudice to its other rights under the law or the agreement and without the need for any notice of default, the Supplier shall be entitled to:
- Suspend performance of the agreement in respect of which the Customer is in default of payment, and of any other agreements with the Customer;
 - Compensation for the damage caused by late payment, which compensation shall, in any event, comprise the statutory commercial interest (as referred to in article 6:119a BW [Dutch Civil Code] and 6:120 paragraph 2 BW). The interest will accrue from the time at which the Customer defaults on payment until the time at which the Customer has paid all of its debts to the Supplier. The interest referred to in the preceding sentence will also be due at one-year intervals on the interest already accrued but not yet paid;
 - Reimbursement of all judicial and extrajudicial costs, the latter being deemed to be at least 15% of the amount which the Customer has not paid on time and the Supplier is calling in.
- 7.4 If the Supplier has reason to doubt that the Customer will fulfil its payment obligation (the following circumstances affecting the Customer shall always constitute sufficient reason for doubt: repeated failure to pay, attachment at the expense of the Customer, moratorium on payment, bankruptcy, full or partial cessation of business operations), everything owed by the Customer to the Supplier shall fall due and payable and the Supplier shall be entitled to suspend fulfilment of its obligations until such time as full payment or security (to the Supplier's satisfaction) has been received for the payment. If full payment is not made, or adequate security is not furnished within fourteen (14) calendar days of the request to that effect, the Supplier shall be entitled to dissolve the agreement concerned, without prejudice to its right to compensation for damage sustained and/or yet to be sustained.

Article 8. Force majeure

- 8.1 For the Supplier, force majeure denotes circumstances of a factual, legal or other nature which, foreseeably or otherwise, and through no fault of the Supplier, prevent or render particularly onerous the timely fulfilment of the agreement. Such circumstances include, but are not limited to: industrial action; sit-down strikes; production stoppages due to machine failure, terrorism, disruptions to the supply of energy, and water or fire and the like; cybercrime; disruption of digital infrastructure; import, export and production bans and other government measures; transport restrictions; failures of suppliers and auxiliaries; epidemic or pandemic, all to the extent that no blame can be ascribed to the Supplier for such circumstances.
- 8.2 Should a situation of force majeure affect the Supplier, it will inform the Customer of this without delay. Unless it is beyond doubt that the force majeure situation will persist for thirty full working days or more, the obligations which, due to the force majeure, are impossible or particularly onerous for the Supplier to fulfil and the reciprocal obligations that have not yet been fulfilled shall be suspended. As soon as there is no doubt that the force majeure situation will persist for more than thirty full working days, or once the force majeure situation has persisted for more than thirty full working days, each party shall be entitled to dissolve the agreement to the extent affected by force majeure, by sending the other party a written declaration to that effect. Insofar as the Customer has already made payments with respect to the dissolved agreement or the dissolved part of the agreement, it shall be refunded the sums it has paid to the Supplier. The parties shall not be liable to pay each other any further compensation.

Article 9. Assembly, installation and/or commissioning

- 9.1 If the Supplier delivers items, the Supplier shall only attend to their assembly, installation and/or commissioning if, and to the extent that this has been explicitly agreed.
- 9.2 If and to the extent that the Supplier attends to assembly, installation and commissioning, the following shall apply:
- The Customer shall fully cooperate as is necessary, free of charge, in order that the Supplier can undertake or arrange assembly, installation and/or commissioning in a timely and correct manner. In any case, Customer shall ensure the following are available, in good time: good and safe access to the workplace, if necessary outside the Customer's normal working hours; permits, to the extent these are necessary for the performance of the work; an unloading point and sufficient storage space, covered and lockable insofar as necessary; the required power supply, water, fuel and lubricants and, unless otherwise agreed, the required ladders, scaffolding and ancillary equipment to be indicated by the Supplier.
 - The Customer shall ensure that all work upon which the Supplier must build during assembly, installation and/or commissioning and which is not to be undertaken by the Supplier is completed in a timely and correct manner. The Customer shall regularly confer with the Supplier and provide it with all the information necessary to properly coordinate the work performed by each party.
 - The Customer shall lend its full cooperation, free of charge, in achieving and maintaining safety at the workplace, having due regard for the applicable legal requirements and company rules. In particular, it shall ensure that fire-fighting facilities are available.

Article 10. Quality; inspection; correction of defects; services

- 10.1 The Supplier delivers goods and performs work which satisfy the quality standards expressly agreed as well as the legal requirements - specifically those relating to operation, use on roads and safety - which apply in the Netherlands at the time of the Supplier's most recent offer. If the Supplier becomes aware of new, relevant legal requirements in the Netherlands after its most recent offer but before delivery, the Supplier will inform the Customer. The

performance to be rendered by the Supplier shall then be modified by mutual agreement. The delivery lead time will be altered if necessary, and the additional costs incurred by the Supplier as a result of the modification shall be borne by the Customer. To the extent that no quality standards have been explicitly agreed in respect of the goods to be delivered or the services to be rendered, the quality of the goods and services to be delivered shall not be below good, average quality.

- 10.2 Insofar as a permit is required for the possession and/or use of goods, the Customer shall itself attend to obtaining such permit.
- 10.3 Following the delivery of goods or after the Supplier has notified the Customer that it has completed the agreed work, the Customer must carefully inspect the goods and/or work for completeness and correctness at the earliest opportunity, but in any event within one (1) working day of delivery or notification from the Supplier. The Customer cannot invoke against the Supplier any shortcomings and/or defects (i.e. any non-fulfilment of the agreement) which the Customer could have discovered within the period mentioned in the preceding sentence, had it conducted a careful inspection, or which it discovers but then fails to notify to the Supplier, in writing, within five (5) calendar days of delivery or notification by the Supplier. This also applies in the case of part deliveries.
- 10.4 As far as is possible, the Supplier will rectify by additional work or, at its discretion, repair or replacement any shortcomings or defects which come to light during the inspection mentioned in 10.3 and which have been notified to the Supplier on time, and shortcomings or defects which could not have been discovered during the inspection mentioned in 10.3 but which come to light within six months of delivery or of notification by the Supplier and are reported to the Supplier within five (5) calendar days of their discovery, in writing. Unless otherwise stipulated in 10.5 below, said rectification shall be at the Supplier's expense.
- 10.5 With regard to the rectification of shortcomings and defects, the following provisions also apply:
- The Supplier will endeavour to rectify or arrange the rectification of the shortcoming or defect as swiftly as possible in the circumstances. The Customer shall lend all the necessary cooperation.
 - Rectification shall, whenever possible, be undertaken at a place to be designated by the Supplier. The goods shall be transported to and from such place at the Customer's expense and risk.
 - In the case of rectification outside the Netherlands, the travel-, accommodation- and food expenses of the persons conducting investigations and undertaking rectification shall also be borne by the Customer.
 - Goods or parts which are removed when replaced automatically become the Supplier's property.
 - Should goods that the Supplier has acquired from third parties, or work which the Supplier has commissioned from third parties, be affected by shortcomings or defects, without prejudice to the provisions of 10.3, their rectification shall only be free of charge to the extent that the third party pays the costs of rectification.
 - The Customer shall have no right against the Supplier to the rectification of shortcomings and defects which can be assumed to be the consequence of normal wear, incorrect or careless use, inappropriate use or disregard for/failure to properly follow particular directions or instructions of the Supplier.
 - The Customer's right against the Supplier to the rectification of shortcomings and defects shall be forfeited if the Customer itself undertakes rectification, or arranges rectification by a third party, without the Supplier's prior consent.
 - The occurrence of shortcomings or defects does not constitute grounds to suspend the Customer's payment obligation towards the Supplier. If the Customer does not fulfil its payment obligation, even after a written reminder, this shall cause its right to rectification of shortcomings and defects to lapse.
- 10.6 If the Customer makes a claim in respect of a shortcoming or defect which cannot be rectified, or the rectification of which could only incur disproportionately high costs for the Supplier, the Supplier shall not be obliged to rectify the defect or shortcoming. In that case, the price for the delivered item or service shall be reduced, by an amount which has, to the fullest extent possible, been mutually agreed between the Supplier and Customer and having due regard for the unit prices applicable at the time the agreement concerned was concluded; or alternatively, the agreement concerned may be dissolved by either party, in writing. The Customer shall only be entitled to dissolve the agreement concerned if the shortcoming or defect which cannot be rectified is so onerous for the Customer that, despite a price reduction, it cannot in all reasonableness be required to uphold the agreement concerned.
- 10.7 The occurrence of shortcomings or defects which the Supplier is under an obligation to rectify may - except in the case mentioned in 10.6 - only constitute grounds for the Customer to dissolve the agreement concerned if, having been sent a written reminder, the Supplier still fails to rectify the shortcoming or defect within a reasonable period, taking all the circumstances into consideration.
- 10.8 With respect to vehicles, machines and systems to be delivered, the Customer shall have a right to free services, insofar as this was agreed when the relevant agreement was concluded.
- 10.9 Any claim by the Customer pertaining to fulfilment, annulment or dissolution of the agreement shall lapse if it has not brought legal action against the Supplier, in a legally valid manner, within three (3) months of reporting a shortcoming or defect, in a timely manner and in accordance with the provisions of 10.3 and 10.4.

Article 11 Breach of industrial/intellectual property rights

- 11.1 The Supplier is obliged to deliver goods which do not infringe third-party industrial or intellectual property rights in the Netherlands. If the Customer is held liable by a third party for a breach in the Netherlands of an industrial or intellectual property right, it shall inform the Supplier of this at once and shall leave it to the Supplier to handle and settle the third party's claim. Should the Supplier consider it likely that there is a breach in the Netherlands of an industrial or intellectual right, the Supplier shall be entitled - at its discretion and in consultation with the Customer - to eliminate the infringement by altering or replacing the item concerned or by acquiring a licence, or to take back the item concerned and refund the purchase price received for it. The costs of handling and settling the third party's claim shall be borne by the Supplier, who shall not be under any obligation to pay compensation for any damage sustained.
- 11.2 If the Supplier uses drawings, models, instructions and the like furnished by or on behalf of the Customer in order to perform an agreement with the Customer, and a third party holds the Supplier liable for an infringement of an industrial or intellectual right in connection with the use of drawings, models, instructions and the like furnished by or on behalf of the Customer, it shall inform the Customer of this immediately. The Supplier shall leave it to the Customer to handle and settle the third party's claim and the Customer shall bear all of its own costs, and the Supplier's costs incurred in connection with the third party's claim. The Supplier shall be entitled either to suspend

performance of the agreement concerned, pending the outcome of the Customer's actions towards the third party, or to dissolve the agreement concerned with immediate effect, without being obliged to pay any compensation.

Article 12 Liability for damage

- 12.1 The following provisions apply to the Supplier's liability towards the Customer for damage sustained by the Customer due to an event which, by law, is attributable to the Supplier:
- For damage involving injury or harm to health, whether or not resulting in death, and the resulting loss, the Customer shall be entitled to compensation insofar as, in that specific case, the Supplier can obtain a payment under liability insurance concluded by it, or on its behalf, subject to a maximum of EUR 1,000,000 per event.
 - For damage involving damage or total or partial loss of an item, and the resulting loss, the Customer shall be entitled to compensation insofar as, in that specific case, the Supplier can obtain a payment under liability insurance concluded by it, or on its behalf, subject to a maximum of EUR 45,000 per event or series of related events.
 - For damage other than that mentioned under a. and b. above, the Customer shall not be entitled to compensation, unless such damage is the consequence of intent or recklessness (gross negligence) on the part of the Supplier itself or a person who clearly occupies a senior managerial role in the Supplier's business.
 - The Supplier shall not be liable for damage which comes to light six (6) months after the damaging event which, by law, is attributable to the Supplier. Without prejudice to the provisions of the preceding sentence, a claim to compensation shall be forfeited if no legal action is brought against the Supplier within three (3) months of the damage coming to light.
 - If the Supplier is held liable by a third party to pay compensation for damage arising from an event which, by law, including in relation to the Customer, can be attributed in any manner to the Supplier, the Customer shall indemnify the Supplier against the claims of said third party, insofar as the Supplier must pay more compensation to the third party than it would have to pay to the Customer had the Customer held the Supplier liable for its own damage.
 - If the Supplier, or an employee of the Supplier, is held liable by a third party to pay compensation for damage arising from an event which, by law, can be attributed in any manner to the Supplier, or an employee of the Supplier, the Customer shall indemnify the Supplier against the claims of said third party.
 - If the Customer holds the Supplier liable to pay compensation for damage on the grounds of a claim taken over from a third party and the Supplier was in any way directly or indirectly involved in causing the damage, the Supplier may also invoke the above provisions against the Customer.
 - The above provisions also apply to persons who are involved in any way in the fulfilment of the Supplier's obligations towards to the Customer.

Article 13 Applicable law; competent court

- 13.1 Dutch substantive law applies to the legal relationship(s) between the Supplier and Customer. The Vienna Convention (CISG) of 11 April 1980, ratified for the Netherlands on 1 January 1992, does not apply.
- 13.2 Unless stipulated otherwise by law, and unless the parties agree upon arbitration as yet, the court with jurisdiction over the Supplier's head office has sole competence to hear disputes which arise between the Supplier and Customer concerning, or related to a legal relationship between them and which cannot be amicably resolved. However, the Supplier remains entitled to bring action against the Customer, at the Supplier's discretion, before the court with jurisdiction over the Customer's head office or over the Customer's branch office that is closely involved in the dispute.
- 13.3 If the parties agree on arbitration, unless otherwise agreed at the time, said arbitration will be subject to the latest applicable arbitration rules of the *Raad van Arbitrage voor de Metaalnijverheid en -Handel* (Arbitration Board of the Metal Industry and Trade) in The Hague.