

## **GENERAL TERMS AND CONDITIONS**

General terms and conditions of sale of the private company **VRT INTERNATIONAL BV**, with its registered offices at the Groot Mijdrechtstraat 13, 3641 RV Mijdrecht, The Netherlands and registered at the Chamber of Commerce, The Netherlands under number: 69150982.

### **Article 1. Definitions**

- VRT: The private company VRT International BV, with its registered offices at Groot Mijdrechtstraat 13, 3641 RV Mijdrecht, The Netherlands, being the user of these general terms and conditions.
- Costumer: Any (legal) person who has concluded or wishes to conclude an agreement with VRT, including that person's representative(s), authorized signatories, assignees or successors.
- Agreement: Written confirmation by VRT of an order placed by the Costumer or acceptance by the Costumer of a non-revoked offer from VRT or in the absence of either, an invoice from VRT.

### **Article 2. Applicability**

- 2.1 These terms and conditions shall apply to all offers from VRT and all Agreements sealed with VRT and the implementation thereof.
- 2.2 Any (general) conditions that the Costumer may use are explicitly rejected by VRT.

### **Article 3. Offers**

- 3.1 All offers presented by VRT are non-committing unless explicitly stated otherwise by VRT in writing. VRT may revoke a non-committing offer within two workdays after acceptance of same by Costumer, in which case there is no Agreement. All offers are based on the information supplied by the Costumer upon requesting the offer.
- 3.2 In cases where a model, sample or example is supplied by VRT, such shall serve as an indication only, so that the actual specifications of the goods to be delivered may differ from the sample, the model or the example. All information supplied with an offer remains the (intellectual) property of VRT and must be returned upon its first request.

### **Article 4. Prices**

- 4.1 Every Agreement sealed with VRT is entered into on the basis of the prices current at the time the offer was presented by VRT.
- 4.2 If, after the establishment of an Agreement, a price increase occurs (e.g. increased duties and/or taxes, unfavorable currency exchange rate, manufacturer's price increase, increase of material or base material prices, increased wages or salaries, social security contributions, government charges and the like), VRT shall be authorized to adjust its prices accordingly.
- 4.3 In cases as referred to in the preceding but not limited thereto, the Costumer shall be authorized to cancel the Agreement if the price rise is larger than (10) per cent, provided that the cancellation must be made known within five (5) workdays from the date on which the Costumer is informed of the price rise. In the event the Costumer shall be obliged to pay for performances already delivered on the basis of the prices that applied before the increase.
- 4.4 Sales tax (BTW) and generally any other charges or levies imposed or chargeable under government regulations with regard to the conclusion, implementation and/or partial implementation of a purchase agreement are for the Costumer's account. All prices quoted by VRT are exclusive of sales tax (BTW), unless otherwise advised.

### **Article 5. Conditions**

Conditions, agreements and/or arrangements expressed between the parties are valid only if explicitly confirmed and laid down in writing by VRT.

### **Article 6. Changes**

- 6.1 If an Agreement is changed, any additional costs consequential to the change(s) are entirely for the Costumer's account. The agreed delivery time shall be changed accordingly.
- 6.2 VRT is authorized to supply goods that may differ in detail from what has been agreed between the parties if any such changes to goods to be delivered, packaging, or appertaining documentation were necessary to satisfy prevailing legal requirements or if the changes are minimal only and designed to improve the delivered goods.
- 6.3 Any work not specified in the offer shall be considered as surplus work.



## Article 7. Delivery times

- 7.1 An agreed delivery date shall not be considered terminal unless expressly agreed otherwise. In the case of an overdue delivery the Costumer must serve written notice of default to VRT.
- 7.2 VRT may deliver the sold goods in part-deliveries. VRT shall be authorized to delay a delivery that forms part of a larger consecutive consignment of deliveries until the Costumer has approved and accepted the completion of the previous part-delivery in writing.
- 7.3 If delivery takes place in consecutive consignments such deliveries shall be deemed completed on the basis of separate Agreements, each of which shall be governed by the present conditions.

## Article 8. Delivery

- 8.1 Unless agreed otherwise in writing, all deliveries are EX WORKS at the VRT site. Incoterms 2010 apply. All shipping costs are for the Costumer's account unless otherwise agreed by the parties in writing. Goods are shipped for the Costumer's risk, also if VRT has effected insurance for those goods. The goods journey at the risk of the Costumer, this is also the case if VRT provides for insurance of the goods. VRT is authorized to send the goods C.O.D.
- 8.2 The Costumer is obliged to purchase the goods bought at the moment they are made available to him.
- 8.3 Should the Costumer refuse the purchase, or be negligent providing information or instructions necessary for the delivery, the goods shall be stored at the expense and risk of the Costumer. In that case, the Costumer shall be due all additional expenses including, in any case, storage in accordance with applicable rates at VRT and/or on the spot.
- 8.4 Unless expressly agreed upon otherwise in writing, the following services and duties, if delivery was settled on including assembly, do not belong to the task or responsibility of VRT;
- constructional activities of whatever nature such as excavation, pile driving, chopping, breaking, foundation, carpentry, plastering and paint work;
  - the connection of installations to electrical, pressed air, gas or water mains and/or drain pipes, also in case of assembly and testing of the installation concerned;
  - feeding cable up to the switch unit.
- 8.5 In case of delivery including assembly as referred to in the previous article, the Costumer is obliged to provide for;
- layout of the site in such a way as to permit the unimpeded progress of activities to be carried out by VRT;
  - to insure and to keep insured all materials and tools with extensive coverage as also the already performed work against theft, fire, war risk and other (company) risks;
  - to obtain the required permits and/or exemption for the installation.
- 8.6 VRT is authorized to charge surplus and dearth work. As surplus work shall be considered, all that which is delivered and/or introduced by VRT over and above the amounts and/or types of material to be processed expressly settled upon in the agreement, either at the request or expense of the Costumer, or at the expense of authorized third parties or as a result of new or altered regulations, also in case more work is performed than described in the agreement, including the activities mentioned in sections 4 and 5 of this article, services and provisions; whereas dearth work is determined likewise.
- 8.7 Also considered as surplus work is; leveling out of under floors, the making of recesses and such, the clearing of spaces, the removal of floor coverings, drying of floors, etc.

## Article 9. Payment

- 9.1 Unless otherwise agreed upon, payment with inclusion of additional expenses must take place before or at purchase or delivery of the materials sold, in cash and without any discount, compensation or deferment. VRT may demand, at the discretion of the Costumer, prepayment in full or in part. In case, contrary to the norm and in writing, no cash payment has been agreed upon, payment must take place without any discount, compensation or deferment within twenty (20) days of invoice date in observance to what is specified in section 3 of this article.
- 9.2 At any given moment, VRT has the right to demand payment of the Costumer by means of placing an irrevocable Letter of Credit or another form of documentary credit at a certified Dutch banking institution, in accordance with conditions stipulated by VRT, and the Costumer is obliged to comply with this. Should the Costumer not conform with this obligation or, in accordance with the conditions, does not cooperate fully and in a timely manner with the placement of the Letter of Credit or another form of documentary credit, VRT has the right to cancel its obligations towards the Costumer without being bound to any form of compensation towards the Costumer. In that case, the Costumer is bound to compensate VRT for all direct and indirect damage sustained and to be sustained, whereby loss of profit is expressly included.
- 9.3 Should the Costumer not purchase what is sold to him, an invoice regarding the material sold shall be sent to him, which must be paid at once without any discount, compensation or deferment. The forwarding date of this invoice applies as expiry date.
- 9.4 Payment must take place at the VRT office in Dutch currency or by transfer of the invoice amount owed to one of the bank accounts indicated by VRT, in Dutch currency as well, unless otherwise agreed upon in writing.
- 9.5 Should the Costumer be negligent with the payment of the invoice, he shall be in default simply as a result of the expiry of the deadline, without a summons or proof of default being required. From the moment of default, the Costumer owes an interest of

one percent per month or part of a month as well as a compensation for (extra)judicial collection expenses fixed at 15% of the principal amount.

- 9.6 Payments made by the costumer shall always, in the first place, serve as settlement of interest and expenses due, and in the second place as calling in overdue invoices, even though the Costumer indicates that settlement is in regard to a later payment.

#### **Article 10. Property reservation**

- 10.1 The goods delivered by VRT remain the property of VRT until the Costumer has observed the exchanges with regard to the goods delivered or to be delivered or services performed or to be performed and possible claims on account of non-observance by the Costumer of (one) Agreement by reason of all Agreements sealed with VRT.
- 10.2 The Costumer is not be authorized to sell or supply the goods under reserved property rights to another party unless for the purpose of his regular business operations nor to allow any encumbrance to be imposed on those goods. Should any party claim or express an intention to claim rights to the goods delivered under reserved property rights, the Costumer shall be obliged to inform VRT without delay and shall advise the other party without delay that the goods concerned are the reserved property of VRT.
- 10.3 As soon as the Costumer is in default or if there is evidence to assume that such shall be the case, VRT shall be authorized to recover or instruct the recovery of the delivered goods as referred to under article 10.1 above from the Costumer or the other party holding the goods in possession. The Costumer shall be obliged to lend his full cooperation or forfeit a penalty of 10% of the amount owing to VRT for each day or part thereof that he does not lend his cooperation.
- 10.4 The Costumer shall effect insurance on behalf of the goods delivered under reserved rights of ownership and shall retain insurance cover against loss or theft and shall to submit the pertinent policy for VRT to sight. The Costumer further undertakes to surrender any claim under insurance with respect to the goods delivered under reserved rights of ownership to VRT, and, if these are sold to others, to surrender to VRT any claims on the goods delivered under reserved right of ownership, all such in conformity with article Book 3, section 239 of the Netherlands Civil Code.

#### **Article 11. Complaints**

- 11.1 The Costumer shall inspect or shall instruct the inspection of the purchased goods upon delivery, and shall ascertain thereupon whether or not the delivered goods comply with the Agreement.
- 11.2 Complaints must be submitted to VRT in writing no later than within eight (8) days after delivery of the goods, failing which the Costumer shall be deemed to have accepted the purchased goods unconditionally. Goods taken in use shall in any case be deemed accepted.
- 11.3 Complaints expressed to VRT in any other manner or to others including intermediaries, associated sales channels, travellers, representatives, etc. at a subsequent stage shall be considered void and shall hence be disregarded.
- 11.4 Complaints concerning later deliveries of goods modified or repaired by others are expressly disregarded.
- 11.5 If a complaint is advised in good time the Costumer shall enable VRT to ascertain the nature of the complaint, failing which the complaint shall not be able to be considered. If the complaint is considered valid VRT shall be given due time to replace the sold item or to make the necessary provisions. If replaced, account shall be taken of the profit which the Costumer has enjoyed from the purchased delivery in the meantime and the Costumer shall be charged proportionately to the profit thus enjoyed.
- 11.6 If a complaint is based on valid grounds the resultant liability on the part of VRT shall be limited to the crediting of Costumer for an amount not exceeding the purchase price of the goods or replacement of same. Any further liability is explicitly excluded.
- 11.7 If limited to a minor shortcoming only on the part of VRT, a complaint shall not entitle the Costumer to suspend payment, whereas compensation is explicitly excluded.
- 11.8 Returned goods shall not be accepted unless expressly agreed otherwise in writing.

#### **Article 12. Force Majeure**

- 12.1 If, as a result of a non-attributable fault which, for the purpose of these present conditions, shall be considered equivalent to an event of force majeure, compliance by VRT with its obligations is either impeded, obstructed or made all together impossible, VRT shall be authorized to suspend its obligations concerning delivery and its other commitments under the Agreement.
- 12.2 An event of Force Majeure, to the extent that this obstructs compliance or makes compliance unreasonably difficult, shall be understood to include any of the following circumstances; industrial action, work floor takeover and/or exclusion of employees or the threat of such an event or similar such circumstances impending, disruption of the currency exchange rate as existed when the agreement was sealed, changes to existing agreements and /or commitments between VRT and its suppliers, disruption at the VRT worksite due to fire and/or accident or suchlike, import or export impediments, government imposed measures, delayed delivery or non-compliance by suppliers and/or carriers, irrespective of whether any of these or similar circumstances are experienced directly by VRT itself, its suppliers or its carriers, weather conditions and any consequences thereof.

- 12.3 If the period during which compliance with VRT's obligations is obstructed exceeds two months, both parties shall be authorized to terminate the Agreement without either party being entitled to claim compensation. Should the (partial) implementation of the Agreement be suspended by VRT, all obligations on the part of the Costumer shall remain in force, undiminished. VRT shall under no circumstance be liable for compensation.
- 12.4 If, upon commencement of an event of force majeure, VRT has already satisfied part of its obligations or is only able to satisfy part of its obligations, VRT shall be authorized to invoice the Costumer separately for the part-delivery or the deliverable part of the Agreement, whereas the Costumer shall be obliged to effect payment of the invoice in question as if it concerned a separate agreement.

#### **Article 13. Guarantee**

- 13.1 VRT undertakes to perform the services to which it is committed under the Agreement to the best of its ability.
- 13.2 All goods to be delivered by VRT must be used as per instructions. Subject to observance with said obligation, VRT warrants the solidity and quality of the goods delivered by VRT for a period of three (3) months after delivery.
- 13.3 The service under warranty shall be limited to repair or replacement of the main components and shall not include the cost of labor, travel, accommodation and/or other expenses. The maximum amount that VRT pays for repair or replacement will never exceed a third of the invoice value of that specific machine.
- 13.4 Any entitlement to warranty shall expire or may be suspended by VRT if the Costumer has not fully satisfied his commitments vis-à-vis VRT.

#### **Article 14. Liability**

- 14.1 VRT excludes rejects liability for direct or indirect damage caused by action or inaction on its part or on the part of its subordinates or others engaged by it, unless in cases where direct damage has arisen due to willful intent or gross negligence on the part of VRT.
- 14.2 In any event VRT's liability shall remain limited to the invoice amount of that specific machine.
- 14.3 Costumer shall indemnify and hold VRT harmless for all costs, loss and interest VRT may suffer due to any claim made by another party against VRT pursuant to a violation of rights, such as patent rights or copyrights or the use of information or models supplied by or on behalf the Costumer to VRT on behalf of the implementing of an agreement.

#### **Article 15. Termination of the agreement**

Any receivables owing to VRT by the Costumer shall fall due immediately in any of the following cases;

1. if, after conclusion of an Agreement, VRT is informed of circumstances on the basis of which it has valid reasons to assume that the Costumer shall not be able to meet his obligations;
2. if, on sealing the Agreement, the Costumer was requested by VRT to provide adequate security to guarantee fulfillment of his obligations and if that security was not provided or not sufficiently provided;
3. furthermore, any receivables owing to VRT shall be due immediately in the case of liquidation of the Costumer's business; if a petition for bankruptcy is filed or if bankruptcy of his business is registered or if suspension of payment is called on behalf of the Costumer.

In any of the said cases VRT shall be authorized to suspend the further implementation of the Agreement and to terminate the Agreement forthwith, without prejudice to VRT's right to claim compensation.

#### **Article 16. Compliance**

The Customer (a) represents and warrants that it is not subject to any trade sanctions imposed by the US, EU, and/or UN, and (b) shall comply with (and not engage any activity, practice or conduct which would constitute an offence under) all applicable laws, statutes, regulations, and codes, including those relating to (i) trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) in respect of the goods sold to it by VRT, and (ii) anti-bribery and anti-corruption, and provide evidence of compliance with the foregoing as VRT may reasonably request from time to time.

#### **Article 17. Disputes**

- 17.1 Departing from what the law provides with respect to competence of the civil law court, any dispute between the costumer and the seller shall be brought before the District Court of Amsterdam. VRT may however summon the Costumer to appear before any other competent court, as the law provides, or as provided under pertinent international conventions, without prejudice to the right of either party to demand interim injunction.
- 17.2 All Agreements concluded with VRT shall be governed by Dutch law, under exclusion of the UN Trading / Purchase Convention (VN-Koopverdrag).

**Article 18. Right to amend**

VRT has the right to amend these General Conditions. An amendment shall take effect as per the announced date. VRT shall forward any amended terms and/or conditions to the Costumer in good time. If no inception date is announced, any amendment relevant to the Costumer shall take effect after the Costumer has been informed of the amendment concerned.

**Article 19. Conversion**

If any of the stipulations in these general conditions is rendered void or nullified, the other stipulations shall remain intact undiminished. In the event, the Costumer and VRT shall consult in order to agree on a substitute clause to replace the void or nullified stipulation, provided that the replacing clause should concur in as much as possible with the intent and scope of the original provision.