

General conditions Slingerland Techniek B.V.

as filed on 14 September 2007 with Chamber of Commerce Gooi- en Eemland in Amersfoort under number 32072597.

Article 1 Applicability

1.1 These General Terms and Conditions apply to all our legal acts, including agreements entered into with parties with whom we have previously made agreements and to which these conditions were declared applicable at that time.

1.2 All other contract terms and/or other (general) terms and conditions are expressly excluded. If the other party, hereinafter referred to as "the buyer", by offer or otherwise declares its (general) conditions apply, whether or not exclusive of ours, it is already stipulated and determined that in such a case, such terms and conditions shall be explicitly rejected, and only these terms shall apply.

1.3 These terms and conditions may only be deviated from if this is expressly agreed upon in writing.

Article 2 Offers

2.1 Our quotations and offers are in principle valid for 3 months, unless we have expressly indicated otherwise in writing.

2.2 An agreement is only concluded if and insofar as we accept the customer's order in writing or we execute this order.

2.3 We shall charge the actual transport costs for an order below € 750,-- exclusive of VAT.

2.4 Illustrations and technical descriptions of goods in the documents sent by us and models of goods shown are not binding with regard to the construction and execution of the goods to be delivered.

Article 3 Prices

3.1 All price lists and quotations are non-binding and can be changed without prior notice, unless otherwise agreed upon in writing between the parties.

3.2 The prices provided by us are applicable for delivery from Amersfoort and are exclusive of value-added tax and any potential transport costs.

3.3 Our quotations are made based on the prices applicable at the time of the legal transaction. In the event of subsequent changes in cost factors, including but not limited to labor costs, taxes and other levies, factory prices, materials, government measures, import duties, or other charges, as well as currency fluctuations, we have the right to adjust the price accordingly, in compliance with any existing legal regulations, regardless of whether such adjustment was foreseen or unforeseen. Such an increase does not entitle the customer to dissolve the agreement.

Article 4 Delivery

4.1 All deliveries are considered to be carriage-paid to the destination, unless otherwise agreed upon in writing. The goods are at the customer's risk and expense from the moment they are loaded from the transport vehicle at the destination.

4.2 Agreed delivery times are indicative and not strict deadlines unless explicitly agreed otherwise. In the case of non-timely deliveries, we must be notified in writing, and the customer must provide a reasonable period for compliance.

4.3 We are not liable for any damages, including consequential damages, arising from delays in delivery.

4.4 The customer is obligated to promptly accept the goods upon delivery and, if desired, provide assistance and support during delivery. If the customer does not accept the delivered goods, the goods will be stored at their risk and expense. The customer is always obliged to reimburse the costs of storage and all other costs incurred by us, including but not limited to freight, shipping, and administrative costs.

4.5 The customer can only cancel an order with our permission. If and to the extent we agree to the cancellation, the customer is obligated to pay all costs and damages incurred by us, with a minimum of 15% of what the customer would have owed if the order had been executed.

4.6 Cancellation is not possible in the case of custom-made products, defined as products produced according to specific requests and instructions from the customer. We expressly reserve the right to fully recover all costs and damages related to the execution of the order from the customer.

Article 5 Payment

5.1 All payments must be made within 30 days of the invoice date, unless otherwise agreed upon. Payment must be made without any deduction, offset, or discount.

5.2 Upon exceeding the payment term, the customer is automatically in default, without the need for a notice of default, and is liable for statutory (commercial) interest from the due date. Additionally, we have the right to charge the customer all additional costs incurred, including all costs for legal assistance, arising from any delay or other failure attributable to the customer.

5.3 Payments made by the customer are always first applied to satisfy claims for which we have not made a retention of title, then to satisfy interest and costs, and finally to satisfy overdue invoices with the longest outstanding term, regardless of any conflicting instructions from the customer.

5.4 The customer can only object to the invoice within the agreed payment term.

Article 6 Security and Suspension

6.1 If, during the execution of the agreement, we have reasonable grounds to believe that the customer will not fulfill their obligations promptly, the customer is obliged, upon our first request, to immediately provide sufficient security in the form desired by us for all their obligations under the agreement.

6.2 Refusal by the customer to provide the requested security gives us the right to suspend the performance of our obligations, as well as to terminate the agreement without judicial intervention and take back the goods already delivered, without prejudice to our right to compensation for work already performed under the agreement and without waiving the right to compensation for all costs, interest, and damages.

Article 7 Retention of Title

7.1 All goods delivered to the customer remain our property until the customer has fully satisfied all claims related to the consideration for goods delivered or to be delivered by us under the agreement. This includes claims for work performed or to be performed and claims for the customer's failure to fulfill such agreements. The retention of title also applies to deliveries of goods under an older or newer agreement than the one related to the goods subject to retention of title.

7.2 If the customer is in default regarding the performances as stated in paragraph 1 of this article, we are entitled to retrieve the goods at the customer's expense from their current location. The customer hereby irrevocably grants us the authority to enter the space used by or for the customer for this purpose. All costs related to the retrieval are borne by the customer.

7.3 Goods delivered under retention of title can be used by the customer in the normal course of business. This means that they cannot serve as security, in any form, for third-party claims.

7.4 The customer is obligated to stipulate a similar retention of title when alienating goods subject to our retention of title.

7.5 Goods delivered or to be delivered by us under retention of title will, if possible, be delivered in such a way that they are identifiable. The customer is obliged to maintain the identifiability of the goods (including but not limited to product numbering, labeling, type designation) until they have fully satisfied all claims.

7.6 If the customer fails to comply with the obligations as described in articles 7.4 and 7.5, the customer will immediately incur a penalty to us in the amount of € 10,000 (ten thousand euros) per violation and € 2,500 (two thousand five hundred euros) for each day the violation persists, without prejudice to our right to claim full compensation for damages.

Article 8 Liability

8.1 Our liability is limited to the fulfillment of the warranty obligations described in these terms and conditions and, furthermore, is limited to the net invoice value of the delivered goods and/or performed work, unless there is intent or gross negligence on our part.

8.2 We are not liable for any damage, whether direct or indirect, including business interruption or stagnation damage, which the customer may suffer due to our non-performance, delayed performance, or defective performance of the agreement.

8.3 We accept no liability for third parties engaged by us, except in cases where our negligence in the selection of auxiliary persons can be attributed, and the damage is caused by gross negligence or intent of those auxiliary persons.

8.4 The customer indemnifies us against all damages we may incur as a result of third-party claims related to the goods and services delivered by us, including but not limited to:

- claims of third parties, including the customer's employees, who suffer damage due to the unlawful actions of our employees provided to the customer and working under their supervision or on their instructions;
- claims of third parties, including our employees, who suffer damage in connection with the execution of the agreement, which is the result of the actions or omissions of the customer or unsafe situations within the customer's company;
- claims of third parties who suffer damage as a result of a defect in products or services delivered by us, used, modified, or resold by the customer in conjunction with their own products or services, unless the customer proves that the defect is not a result of such use, modification, or resale as mentioned above.

Article 9 Guarantees

9.1 For delivered goods with a manufacturer's warranty, only the warranty provisions set by the manufacturer or importer apply. In all other cases, we provide a warranty of 12 months.

9.2 Our obligations under the warranty are limited to total or partial cost-free replacement if the delivered goods show material or manufacturing defects.

9.3 Defects arising from, or partially caused by, non-compliance with operating and maintenance instructions, or careless use, normal wear and tear, accidents, or other external causes such as fire or water damage are not covered by the warranty.

9.4 Customer claims under this article do not affect their payment obligations.

9.5 All repairs not covered by the warranty will be charged to the customer.

Article 10 Complaints

10.1 Customer complaints can only be made regarding missing or unordered goods, as well as visible defects in goods or services performed.

10.2 Complaints must be made in writing within 8 days of receiving the goods or services by the customer or within 8 days from the day the customer should have been able to have access to the goods, with precise details and submission of written evidence, such as the packing slip, invoice, etc. Such written notice must also be received by us within 8 days of receiving the goods or within the day the customer should have had access to the goods. Exceeding the mentioned period forfeits any right of the customer to make complaints.

10.3 The return of goods is at the customer's expense and risk. We only accept returned goods if and to the extent we have given prior written approval for the return. The goods must be delivered to the address we specify in the original packaging and in the condition in which we delivered them to the customer.

10.4 Customer complaints under this article do not affect their payment obligations and all other obligations under the agreement.

10.5 Minor, commercially acceptable, or technically unavoidable deviations and differences in quality, color, size, or finish cannot be grounds for complaints.

10.6 The provisions of this article apply similarly to work performed or services rendered by us.

Article 11 Force Majeure

11.1 Force majeure includes, but is not limited to, the default of suppliers, strikes, disruptions to energy supplies, fire, loss or damage during transport, import and export restrictions, war, consequences of terrorism, machinery breakdown, and government measures. Any circumstances that hinder us in the normal execution of the agreement are also considered force majeure.

11.2 In the event of force majeure, we have the right to suspend the execution of the agreement for as long as this situation persists or to fully or partially terminate the agreement without judicial intervention, without being obliged to pay compensation, and without prejudice to the customer's obligations to pay for the goods and/or work already delivered.

Article 12 Termination

12.1 If the customer fails to fulfill any obligation under the agreement, or in the event of bankruptcy, suspension of payments, or the appointment of a custodian for the customer, we are entitled to fully or partially terminate the agreement or to suspend its execution without any obligation to pay damages. This also applies in cases of business suspension, liquidation, legal merger, or significant change of control in the customer's business. In these cases, we are also entitled to demand immediate payment of what is due to us.

12.2 If our proper performance is, in whole or in part, temporarily or permanently impossible due to one or more circumstances beyond our control, we have the right to terminate the agreement.

Article 13 Intellectual Property Rights

13.1. All intellectual property rights for products delivered to the customer belong exclusively to us or our suppliers, unless explicitly agreed otherwise in a written agreement.

13.2. The customer is not allowed to remove or make unrecognizable any indication of intellectual property rights of the products.

13.3. We indemnify the customer against any third-party claims regarding infringement of intellectual property rights related to products delivered by us if these are developed or created by or on behalf of us.

13.4. The obligation mentioned in 13.3 applies under the condition that the customer immediately notifies us in writing of the claim. The customer must also refrain from making any defense or taking any position in this matter.