

**General terms and conditions of delivery and payment of the private limited liability companies Handelmaatschappij OBMtec B.V., RTE B.V., BMF B.V., H&M Holding B.V., H&M Finance B.V. and OBMtec Central Europe B.V., whose registered offices are in Buitenpost, OBMtec UK Ltd, registered in Dunston (UK), OBMtec CE SRO, registered in Votice (Czech Republic) and OBMtec DE GmbH, registered in Hesel (BRD), filed with the District Court in Leeuwarden, the Netherlands.**

**Article 0 Definitions**

- 0.1. **Contractor:** the private limited liability companies Handelmaatschappij OBMtec B.V., RTE B.V., BMF B.V., H&M Holding B.V., H&M Finance B.V. and OBMtec Central Europe B.V., whose registered offices are in Buitenpost, OBMtec UK Ltd, registered in Dunston (UK), OBMtec CE SRO, registered in Votice (Czech Republic) and OBMtec DE GmbH, registered in Hesel (BRD).
- 0.2. **Principal:** the party the agreement is concluded with.
- 0.3. **Parties:** contractor and principal.
- 0.4. **Offer:** any quotation and/or offer, including any annexes belonging thereto, submitted by contractor to principal.
- 0.5. **Agreement:** Any agreement of purchase and sale or for the execution of work concluded between the parties.

**Article 1 Applicability**

- 1.1. These general terms and conditions apply to and form an integral part of any offers made by and agreements entered into by contractor.
- 1.2. Terms and conditions of the principal are explicitly rejected by contractor.

**Article 2 Conclusion of an agreement**

- 2.1. All offers are without obligation, unless explicitly agreed on otherwise in writing. All the recommendations, calculations, designs, models, drawings, measurements and other specifications of products provided by the Contractor are done and made with care as well as being provided free of obligation. Samples, drawings or models presented or supplied are only a general representation of the products being offered. No rights can be derived from them.
- 2.2. A contract shall be concluded by the signing of the order confirmation by the principal or on signature of the contract by the parties.
- 2.3. Contractor shall, if the principal concludes an agreement with a representative of them, be entitled to notify to the principal within 8 working days after the conclusion of such agreement that contractor is unable to execute the order or is unable to execute the same unchanged, if the unchanged execution of such agreement cannot in reasonableness and in fairness be required due to circumstances the representative could not reasonably have been aware of. In such case, unless the parties reach agreement after all, the agreement shall be deemed to have been dissolved, without the principal being entitled to any form of damages.
- 2.4. Agreements are concluded and confirmed by contractor subject to the resolutive condition that from the information to be obtained by contractor it appears that the principal's solvency is insufficient. Contractor can invoke this resolutive condition only if notifying principal thereof in writing within 14 days after conclusion of the agreement or dispatch of the order confirmation. The agreement shall be deemed to have been dissolved if such resolutive condition is invoked. The principal shall not be entitled to claim damages.
- 2.5. For work for which on account of its nature or extent no contract is signed or offer and/or order confirmation is submitted, the agreement can be proved to exist in all legally possible ways. In any event, the invoice without immediate protest by the principal shall be considered to reflect the contract accurately and completely and to be a confirmation of the order.
- 2.6. On or after conclusion of the agreement, prior to any (further) performance on its part, contractor shall be entitled to require that the principal provide security for the compliance with any of its obligations.
- 2.7. If considered necessary, contractor may engage others for the proper execution of the agreement and the principal shall be bound to do so in conformity with the quotation made, if possible in consultation with the principal.
- 2.8. Stipulations deviating from a concluded contract should be established in a document signed by both parties.

**Article 3 Delivery period**

- 3.1. The delivery periods stated by contractor are not absolute and are always without obligation. Contractor shall adhere to the stated delivery periods as much as possible. Except in the event of gross negligence or intention, excess of the delivery period shall not entitle the principal to claim damages, to reject to take delivery of the products or to dissolve the agreement, either fully or partly.
- 3.2. If after the expiry of the delivery date the principal has not taken delivery of the goods, they shall be stored and be at his disposal for his account and risk.

**Article 4 Delivery**

- 4.1. The products shall be delivered from the contractor's company unless otherwise expressly agreed upon in writing (Ex Works, EXW).

**Article 5 Price and price changes**

- 5.1. The prices employed by the contractor exclude VAT but include the costs of packaging, import duties in the Netherlands and freight charges to the Netherlands. Contractor shall be entitled to charge on to the principal any changes in the cost components described in this article as well as any changes in the exchange rates of the various currencies in which the price of the goods sold by contractor is expressed to the Euro.
- 5.2. Contractor shall be entitled to separately charge extra work performed, also if such extra work was not ordered in writing or if the price thereof was not agreed on in advance. As to the calculation of the price for extra work, the provisions in the preceding paragraph shall apply.

**Article 6 Force majeure**

- 6.1. Force majeure on the part of contractor shall be deemed to exist if after concluding the agreement contractor is unable to comply with its obligations under the agreement due to war, threat of war, acts of war, fire, water damage, flooding, strikes, plant occupation, import or export restrictions, government measures, defects in machines, energy supply failures, or in the event of any other circumstance on account of which contractor is unable to comply with such obligations, fully or partly, or on account of which compliance can in reasonableness and fairness not be required, irrespective of whether such circumstance could be foreseen at the time the agreement was concluded. Force majeure shall also be deemed to exist if such circumstance occurs in the facilities of any third party whom contractor depends on for the execution of the agreement.
- 6.2. If a case of force majeure continues for a period longer than 6 months in succession, both parties shall be entitled to dissolve the agreement. In that case, the parties declare not to claim any damages.
- 6.3. Contractor shall be entitled to require payment for the work carried out for the performance of the relevant agreement before the circumstances resulting in force majeure occurred.

**Article 7 Payment**

- 7.1. Unless otherwise agreed on in writing, payment of invoices shall be effected net cash on or before delivery, without any reduction or set-off, or by transfer to a bank account designated by contractor within no more than 8 days after the invoice date. The value date mentioned in the statements of account of the accounts of contractor shall be decisive and consequently shall be considered the date of payment.
- 7.2. If contractor agreed with the principal that payment will be effected through a bank or if security is provided in the form of documentary credit or bank guarantees, the principal shall ensure that payment will be effected and such security will be provided by a bank of good standing. In the event contractor have reasonable grounds for doubt as to the qualifications referred to, it shall be entitled to reject the bank proposed and to designate another bank.
- 7.3. If payment of the amount due has not been made within 8 days after the date of invoice, the principal shall, without any notice of default, pay 1.5 % interest per month or part of a month to contractor over the full invoice amount from the due date to the date of full settlement of the amount due.

**Article 8 Retention of title**

- 8.1. Contractor shall retain the ownership of goods supplied to the principal until the moment the principal has effected payment of the full purchase amount of the relevant goods. As long as the principal is not possessor of goods owned by contractor, as referred to in paragraph 8.1, the principal shall ensure that the same is adequately insured against the usual risks.
- 8.2. The principal is entitled solely to products subjected to a reservation of ownership for use in its normal conduct of business. The principal is explicitly forbidden from pledging such goods or otherwise using them as security for third parties.
- 8.3. If the principal fails to comply with his payment obligations with regard to the relevant goods as ordered to in paragraph 7.1., contractor shall be entitled to recover and remove from the principal's premises such goods owned by contractor as referred to in paragraph 8.1., without any warning, notice of default or judicial intervention being required.

**Article 9 Complaints**

- 9.1. The principal is obliged to inspect the delivered products immediately upon delivery for any defects or damages, or to conduct this inspection after notification by the contractor that the products are available to the principal. The principal shall notify contractor in writing of any complaints about, among others, the quality, measurements, weight or packaging of the goods supplied within no more than 3 days after receipt of the goods.
- 9.2. Any defects which cannot reasonably be detected within the above period shall be reported in writing to contractor immediately on detection, however, within the guarantee period.
- 9.3. If complaints are not submitted within the periods mentioned in this article, the principal shall lose all claim in respect of such defects.
- 9.4. The principal may not return the goods without the written consent of contractor.

**Article 10 Guarantee**

- 10.1. Contractor guarantees in respect of the principal or the first actual user of any goods supplied by it that the goods supplied to the principal are of solid construction and proper quality. Under this guarantee, contractor shall only have the following obligations:
- a. If a defect (any property rendering the goods supplied unfit for normal use by the principal) is notified in writing to contractor within 6 months from the date on which the relevant goods were supplied to the principal, all costs of repairs or replacement, to a degree exclusively at the discretion of contractor, including 50% of the freight charges, shall be for the account of contractor. The principal is obliged to offer the products for repair to the contractor. The contractor shall try to implement the repair as quickly as possible. These activities shall, in principle, be carried out during the usual working hours. Repairs will not be made on Sundays and holidays.
- b. If such case as described above occurs in the period lying between a half year and a year after the date of delivery, only the parts shall be for the account of contractor.
- c. These periods shall be deemed to commence on the date of delivery.
- 10.2. The guarantees mentioned in paragraph 10.1. expire or lapse:
- on expiry of the periods specified in paragraph 10.1.;
  - if a defect is not reported to contractor within 3 days after it was discovered;
  - if the principal or the first user carried out repairs without the prior consent of contractor;
  - in the event of injudicious use, including failure to follow storage, maintenance and operating instructions or
  - in the event that the principal has installed parts that are wrong or not original.

**Article 11 Liability of the contractor**

- 11.1. Subject to the provisions of paragraph 9, contractor shall in the event of the supply of defective goods be entitled to repair such goods or, on surrender of the goods concerned, to refund to the principal the purchase amount or to replace such goods by goods of the required quality. The principal shall not be entitled to claim damages.
- 11.2. Liability of contractor for any damage or loss, including damage to the environment and consequential loss, suffered by the principal or any third party as a result of the use of the goods supplied by contractor is excluded, unless such damage or loss is due to gross negligence or intention. The same applies to the contents of the product information contractor provided with the goods supplied.
- 11.3. The liability of contractor shall at any rate not exceed an amount equal to the purchase price of the relevant goods supplied to the principal.
- 11.4. The principal indemnifies the contractor against claims of third parties founded on the quality of products or services supplied to the principal.

**Article 12 Dissolution, extrajudicial costs**

- 12.1. If the principal does not comply with any obligation resulting from the agreement concluded with contractor, or does not properly or in time comply such obligation, the principal shall be considered to be in default and contractor shall be entitled, without notice of default or judicial intervention being required:
- to suspend the execution of the agreement and any agreement directly connected with it until compliance with the relevant obligation is sufficiently guaranteed, or
  - to dissolve the agreement and any agreement connected with it, either fully or partly, without prejudice to any other rights contractor may have by law and without contractor being liable to pay any damages.
- 12.2. In the event of bankruptcy or involuntary winding up of the principal or if the principal applies for a moratorium or in the event of an attachment of the goods of the principal or part thereof, all agreements with the principal shall be considered dissolved by operation of the law, unless contractor within a reasonable period notify the principal of its wish that the relevant agreement or part thereof be performed.
- 12.3. The principal shall pay contractor any costs of legal assistance, court costs as well as out-of-court costs, contractor incurs due to non-compliance by the principal. In the event of non-payment, the out-of-court costs are determined by the parties at 15% of the amount due with a minimum of € 500,-.

**Article 13 Cancellation**

- 13.1. If the principal should wish to cancel the contract concluded with the contractor, and the contractor agrees to this in writing, the principal is obliged, barring another written agreement, to acquire the (base) materials purchased by the contractor, whether or not they were purchased forward, and whether or not they were manufactured or processed, at the price determined or to be determined by the principal, and also to pay the principal a fixed concession for damages, including those due to lost profits, in the amount of at least 20% of the agreed price, without prejudice to the additional rights accorded to the contractor by virtue of the law, including the right to demand full compensation. In addition, if contractor has concluded a currency agreement with a bank or third party in connection with the order, the principal shall pay to contractor any exchange losses resulting from such cancellation.
- 13.2. The principal shall indemnify contractor against any claim of any third party resulting from the cancellation of the order by principal.

**Article 14 Applicable law and competent court**

- 14.1. The legal relationship between the parties shall be governed exclusively by Dutch law.
- 14.2. The Dutch Court shall have exclusive jurisdiction to take cognizance of any disputes arising from the agreement. Disputes that fall within the jurisdiction of a district court or the court in interlocutory proceedings therein, shall be resolved solely by the District Court in Leeuwarden or by the court in interlocutory proceedings in this district court.

- At your request we can send these delivery conditions in the English language.  
- Auf Ihre Bitte können wir diese Lieferungsbedingungen auch in die Deutsche Sprache schicken.  
- Sur demande nous pouvons envoyer ces conditions à vous en Français.