

## **General conditions Pierik Techniek B.V.**

### **Article 1. General**

1. These terms and conditions apply to every offer, quotation and agreement between Pierik Techniek B.V., hereinafter referred to as: "User", and a Counterparty on which the User meets these conditions has declared applicable, to the extent that the parties have not explicitly deviated from these conditions in writing.

2. The present conditions also apply to agreements with User, for implementation of which third parties must be involved by the User.

3. These general terms and conditions are also written for the employees of the User and his management.

4. The applicability of any purchase or other conditions of the Other Party becomes explicitly rejected.

5. If one or more provisions in these general terms and conditions at any time wholly or partially void or be destroyed, the other provisions of these general terms and conditions remain fully applicable.

The User and the Other Party will then enter into consultation in order to submit new provisions replacement of the void one agreed or nullified provisions, including as far as possible the purpose from the original provisions.

6. If there is uncertainty about the interpretation of one or more provisions of these Terms and Conditions, then the explanation must be "in the spirit" of these provisions.

7. If a situation arises between parties that is not arranged in these general terms and conditions, then it serves the situation to be assessed in the spirit of these terms and conditions.

8. If the User does not always demand strict compliance with these conditions, this does not mean that the provisions thereof, or that the User would in any way lose the right to other cases that require strict compliance with the provisions of these conditions.

### **Article 2 Offers and offers**

1 All quotations and offers from the User are without obligation, unless a period is specified in the quotation acceptance. A quote or offer expires if the product covered by the quote or offer relates to the in the meantime is no longer available.

2 User cannot be held to his quotes or offers if the Other Party reasonably possible understand that the bids or offers, or a part thereof, are apparent mistake or error contains.

3 The prices stated in a quotation or offer are exclusive of VAT and other levies of government as well any costs incurred in the context of the agreement, including travel expenses accommodation, shipping and administration costs, unless stated otherwise.

4 If the acceptance (whether or not on minor points) deviates from that stated in the quotation or the offer then User is not bound by it. The agreement then does not come in accordance with this deviating acceptance, unless the User indicates otherwise.

5 A compound quotation does not oblige the User to perform a part of the contract against a corresponding part of the stated price. Offers or quotations do not apply automatically for future orders.

### **Article 3 Contract duration; delivery times, implementation and modification agreement; price increase**

1. The agreement between the User and the Other Party is entered into for an indefinite period of time, unless of the nature of the agreement ensues otherwise or if the parties expressly and in writing differently agree.

2. Is for the completion of certain activities or for the delivery of certain goods a period agreed or specified, this is never a strict deadline. If a period, the Counterparty therefore to give the User written notice of default. The user must submit a reasonable time offered to still implement the agreement.

3. User has the right to have certain work done by third parties.

4. User is entitled to execute the agreement in different phases and thus performed part to be invoiced separately.

5. If the agreement is implemented in phases, the User can implement that parts that belong to one suspend till the next phase until the Other Party has the results thereof prior phase in writing has approved.

6. If the User requires information from the Other Party for the implementation of the agreement, the

execution period not before the Counterparty has made this correct and complete available to User.

7. If during the execution of the agreement it appears that it is for a proper execution necessary

In order to change or supplement this, the parties will in due time and in mutual consultation until adjustment of the

contract. If the nature, scope or content of the agreement, whether or not on request or designation

of the Counterparty, of the competent authorities, etc., and the agreement therefore in qualitative

and / or quantitatively changed, this may have consequences for what originally was agreed. As a result, the amount originally agreed can be increased or decreased.

The user will quote as much as possible in advance. By changing the agreement can be the

originally specified implementation period will be changed. The Other Party accepts the possibility of

modification of the agreement, including the change in price and term of performance.

8. If the agreement is amended, including an addition, then User entitled to

to implement this only after approval has been given by the within User competent person and

the Counterparty has agreed to the price stated for the execution and others terms and conditions

understood the time to be determined at which time it will be implemented. It doesn't or not immediately

the implementation of the amended agreement does not result in any default on the part of the User for the Other Party no reason to cancel the agreement.

9. Without failing to do so, the User may request a change to the refuse the agreement, if

this could have a qualitative and / or quantitative impact on, for example, the framework work or goods to be delivered.

10. If the Other Party should fail to properly comply with that which he towards

If the User is obliged, then the Other Party is liable for all damage (including this) costs included) of User arise directly or indirectly as a result.

11. If the User agrees on a certain price when concluding the agreement, then the User is under

the following circumstances nevertheless entitled to increase the price, even when the price originally not specified with reservation.

- If the price increase is the result of a change to the agreement;

- if the price increase arises from a power vested in the User or an on User resting obligation under the law;

- In other cases, this on the understanding that the Other Party does not act in the exercise of a profession or company, is entitled to terminate the agreement by a written statement if the price increase is more than 10% and takes place within three months after the conclusion of the agreement, unless User then prepared to execute the agreement on the basis of the originally agreed upon, or if it is stipulated that the delivery will take place longer than three months after the purchase.

#### **Article 4 Suspension, dissolution and early termination of the agreement**

1. User is authorized to suspend compliance with the obligations or the agreement immediately and with immediate effect to terminate the entrance if:
  - the Other Party does not, not fully or not timely fulfill the obligations arising from the agreement;
  - after the conclusion of the agreement, circumstances come to the knowledge of the User that give good reason to fear that the Other Party will not fulfill its obligations;
  - the Other Party was requested at the conclusion of the agreement to provide security for its satisfaction obligations under the agreement and this security is not provided or is insufficient;
  - If, due to the delay on the part of the Other Party, the User can no longer be required to complete the agreement against the originally agreed conditions, the User is entitled to terminate the agreement.
  - if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or unchanged maintenance of the agreement cannot reasonably be expected of the User.
  
2. If the termination is attributable to the Other Party, the User is entitled to compensation for the damage, including the costs, which arise directly and indirectly as a result.
  
3. If the agreement is dissolved, the User's claims are against the Other Party immediately claimable. If the User suspends compliance with the obligations, he retains his rights under the law and agreement.
  
4. If the User proceeds to suspension or dissolution on the grounds referred to in this article, he is on that account held in no way to compensate for damage and costs arising in any way or compensation, while the Counterparty, by reason of non-performance, does receive compensation or compensation is mandatory.

#### **Article 5 Force majeure**

1. User is not obliged to fulfill any obligation towards the Other Party if he is prevented from doing so becomes a legal act as a result of a circumstance that is not due to guilt, nor by law whether current opinions are for his account.

2. Force majeure is understood in these general terms and conditions, in addition to what is provided for in the law and case law is understood, all of external causes, foreseen or unforeseen, for which the User has no influence, but as a result of which the User is unable to meet his obligations. The User also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the User should have fulfilled his obligation.

3. User can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the other party.

4. If the User at the time of force majeure commences his obligations under the agreement has partially been met or will be able to comply with it, and the part that has been honored or to be honored independent value, the User is entitled to the part already fulfilled or to be fulfilled to be invoiced separately. The Other Party is obliged to pay this invoice as if it were a separate one agreement.

## **Article 6 Payment and collection costs**

1. Payment must always be made within 14 days after the invoice date, in a manner to be indicated by the User.

The currency in which the invoice was made needs to be used, unless otherwise specified by the User in writing. User is entitled to invoice periodically.

2. If the Other Party fails to pay an invoice on time, the other party will be legally involved absence. The Counterparty will then owe interest. In the case of consumer purchase, the interest is equal to the legal interest. In other cases, the Counterparty owes an interest of 1% per month, unless the statutory rate interest is higher, in which case the statutory interest is due. The interest on the claimable amount will be calculated from the moment the Other Party is in default until the moment of payment of the full amount due.

3. The user has the right to deduct the payments made by the other party in the first place

from the costs, then from the interest still due and finally from the principal and the current interest.

4. The User can, without being in default as a result, refuse an offer for payment if the Other Party makes a payment  
indicates a different order for the allocation of the payment. User can complete principal repayment  
refuse, if the vacant and accrued interest and collection costs are not paid.

5. Objections to the amount of an invoice do not suspend the payment obligation.

6. If the Other Party is in default or omission in the (timely) fulfillment of its obligations, then all will come  
reasonable costs for obtaining extrajudicial settlement at the expense of the Other Party.  
The extrajudicial costs are calculated on the basis of what is currently in the Dutch collection practice  
is common, currently the calculation method according to Voorwerk II Report. However, if the User incurs higher costs for collection  
has made reasonably necessary, the costs actually incurred will be reimbursed  
eligible. Any legal and execution costs incurred will also be recovered from the Other Party.  
The Other Party also owes interest on the collection costs.

#### **Article 7 Retention of title**

1. All goods delivered by User in the context of the agreement remain the property of User until the  
The Other Party has properly complied with all obligations arising from the agreement (s)  
concluded with the User.

2. Goods supplied by the User that fall under the retention of title pursuant to paragraph 1.  
may not be  
resold and may never be used as payment. The Counterparty is not entitled to the under  
to pledge or encumber any property falling on the retention of title.

3. The Other Party must always do everything that can reasonably be expected of it for the safeguard user's property rights.

4. If third parties seize the goods delivered under retention of title or want rights thereon  
establish or enforce, the Other Party is obliged to immediately inform the User thereof.

5. The Other Party undertakes to insure the goods delivered under retention of title  
against fire, explosion and water damage as well as against theft and the policy of this  
insurance at first  
request to the User for inspection. In the event of payment of the insurance, the User is  
entitled to  
these tokens. Insofar as necessary, the Other Party undertakes towards the User to be in  
advance

to cooperate with anything that might (prove to be) necessary or desirable in that context.

6. In the event that the User wishes to exercise his ownership rights as referred to in this article, the Other Party will provide additional information unconditional and irrevocable permission in advance to the User and third parties to be designated by the User to enter all those places where the User's property is located and to take back those items.

## **Article 8 Guarantees, research and complaints**

1. The items to be delivered by the User meet the usual requirements and standards that apply at the time of delivery can reasonably be stated and for which they are intended for normal use in the Netherlands.

The guarantee mentioned in this article applies to goods intended for use within the Netherlands. For use outside the Netherlands, the Other Party must itself verify whether the use thereof is suitable there and or not meet the conditions that are set for this. In that case, the user may have other guarantees and set other conditions with regard to the items to be delivered or work to be performed.

2. The guarantee referred to in paragraph 1 of this article applies for a period of Pierik Techniek B.V. after delivery, unless from the nature of the goods supplied or the parties have agreed otherwise. If the warranty provided by User concerns an item produced by a third party, then the warranty is limited to that produced by the producer of the case unless stated otherwise. After the warranty period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Other Party.

3. Any form of guarantee will lapse if a defect has arisen as a result of or arises from improper use thereof or use after the expiry date, incorrect storage or maintenance by the Other Party and / or third parties if, without the written permission of the User, the Other party or third parties have made changes to the item or have tried to make changes to it other items were confirmed that do not need to be confirmed or if they were processed or processed on other than the prescribed manner. The Counterparty also has no claim to warranty if it is defective arising from or as a result of circumstances beyond the User's control, including understood weather conditions (such as, but not limited to, extreme rainfall or temperatures), et cetera.

4. The Other Party is obliged to investigate the goods delivered or have them examined, immediately at the time the goods are delivered to him made available or the relevant activities have been carried out.

In addition, the Other Party should examine whether the quality and / or quantity of the delivered corresponds with what has been agreed and meets the requirements that the parties have agreed in this regard. Possible defects must be notified to the User in writing within two months of discovery. The notification must be like this contain a detailed possible description of the defect, so that the User is able to respond adequately. The Other Party must give the User the opportunity to investigate a complaint or have it investigated.

5. If the Other Party complains in time, this does not suspend its payment obligation. The Counterparty remains in that case also obliged to purchase and pay for the otherwise ordered goods, unless it has no independent value.

6. If a defect is reported later, the Counterparty no longer has the right to repair, replacement or compensation, unless, due to the nature of the case or the other circumstances of the case, a longer term.

7. If it is established that an item is defective and a complaint has been made about this in time, then the User will be the defective one item within a reasonable period after its return receipt, or, if return is not reasonably possible, written notice regarding the defect by the Other Party, at the discretion of the User, replaced or arranging for this to be repaired or for replacement compensation to be paid to the Other Party. In case of replacement, the Other Party is obliged to return the replaced item to the User and the ownership thereof to be provided to the User, unless the User indicates otherwise.

8. If it is established that a complaint is unfounded, then the costs will arise, including the investigation costs, on the part of the User as a result thereof, in full at the expense of the Other Party.

### **Article 9 Liability**

1. If the User should be liable, then this liability is limited to what is stated in this provision regularly.

2. User is not liable for damage, of any nature whatsoever, caused by the user's assumption by or incorrect and / or incomplete data provided on behalf of the Other Party.

3. User is only liable for direct damage.

4. Direct damage is exclusively understood to mean:

- the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates

is entitled to damage within the meaning of these terms and conditions;

- any reasonable costs incurred to leave the defective performance of the User to the agreement

to the extent that these can be attributed to the User;

- reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that this

costs have led to limitation of direct damage as referred to in these general terms and conditions.

5. User is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business or other stagnation. In the case of consumer purchase, it extends

limitation no further than that which is permitted pursuant to Section 7:24 (2) of the Dutch Civil Code.

6. If the User should be liable for any damage, then the liability of the User is limited to a maximum of three times the invoice value of the order, at least up to that part of the order on which the liability relates.

7. The liability of the User is in any case always limited to the amount paid out by his insurer where appropriate.

8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of the User or his managerial subordinates.

#### **Article 10 Limitation period**

1. Contrary to the legal limitation periods, the limitation period for all claims and defenses is towards the User and the third parties involved by the User in the execution of an agreement, one year.

2. The provisions of paragraph 1 do not apply to legal claims and defenses that are based on facts that the justification that the delivered item would not comply with the agreement. Of such claims and defenses lapse two years after the Counterparty user of such non-conformity has notified.

#### **Article 11 Transfer of risk**

1. The risk of loss, damage or depreciation passes to the Other Party at the time when goods are brought under the control of the Other Party.

#### **Article 12 Disclaimer**

1. The Other Party indemnifies the User against any claims from third parties that may arise in connection with the implementation of the contract suffer damage and the cause of which is attributable to others than the User.

2. If the User may be addressed by third parties on that basis, the Other Party is obliged Assisting the user both outside and in court and without delay doing everything that he expects to do in that case may be. If the Other Party fails to take adequate measures, then the User is without notice of default, entitled to do so himself. All costs and damage on the part of The user and third parties that arise as a result are integrally for the account and risk of the Other Party.

### **Article 13 Intellectual Property**

1. The user reserves the rights and powers that belong to him under the Copyright Act and other intellectual laws and regulations. The user has the right to perform the performance of an agreement on his side to use increased knowledge for other purposes, as far as this is not strictly confidential information the Other Party is brought to the attention of third parties.

### **Article 14 Applicable law and disputes**

1. Dutch law applies exclusively to all legal relationships to which the User is a party, even if a commitment is wholly or partially carried out abroad or if the legal relationship the party concerned is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. Parties will only appeal to the courts after they have reached the limit settled a dispute in mutual consultation.

3. All disputes concerning the creation, interpretation or implementation of this agreement or further agreements that may result therefrom as well as any other relevant dispute of or in connection with this agreement will be tried by the absolutely competent court in Almelo.

### **Article 15 Location and change of conditions**

1. These conditions can be read and downloaded on the website [www.pieriktechniek.nl](http://www.pieriktechniek.nl). The user has stated that he has read these conditions and has agreed before the agreement could be concluded.

2. The latest version of the terms and conditions as they are included on the website [www.pieriktechniek.nl](http://www.pieriktechniek.nl) or the version that applied at the time of coming into effect always applies. of the legal relationship with Pierik Techniek.

3. The Dutch text of the general terms and conditions always determines the explanation thereof.

