

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Definitions

1. In these General Terms of Sale and Delivery, the following terms are defined as stated below:

- Seller: the private limited company Techno Group Benelux B.V., having its registered office in Roosendaal, The Netherlands;
- Buyer: the Seller's counterparty to an agreement or other legal relationship;
- Agreement: any agreement between the Seller and the Buyer and any amendment or addition thereto;
- Goods: any tangible objects delivered or to be delivered to the Buyer in the performance of an Agreement;
- Terms and Conditions: these General Terms and Conditions of Sale and Delivery.

2. Applicability

1. These Terms and Conditions shall apply to all legal relationships between the Seller and the Buyer, including offers and agreements.
2. By accepting an offer made by the Seller, the Buyer also accepts the applicability of these Terms and Conditions. The Seller explicitly rejects the applicability of the Buyer's general terms and conditions.
3. Deviations from and/or additions to these Terms and Conditions shall only apply if and insofar as they have been expressly accepted in writing by an authorised representative of the Seller. An agreed deviation or addition shall only relate to the delivery for which it has been agreed.

3. Offer and acceptance

1. All offers and quotations, made by or on behalf of the Seller in any way whatsoever, shall be without obligation, unless they contain a deadline for acceptance. Offers stated in brochures, price lists, the website, etc. shall also be without obligation. If the Buyer accepts an offer without obligation, the Seller shall be entitled to revoke the offer.
2. The Seller shall be entirely free to accept or reject orders from a Buyer.
3. Agreements are concluded when the Seller confirms an order in writing or by email, or when the Seller has started to execute an order from the Buyer.
4. Dimensions, weights, illustrations and technical data stated in offers, catalogues, circulars and other advertising material of the Seller shall be free of obligation and shall not be binding on the Seller, and the Buyer may not derive any rights therefrom.

4. Delivery, transfer of risk, complaints

1. Unless otherwise agreed in writing, delivery shall take place ex Seller's warehouse and the goods to be delivered shall be at the Buyer's expense and risk from the moment they leave the warehouse.
2. If and insofar as the Seller arranges for the transport of the goods, this shall not affect the provisions of paragraph 1 of this article. The method of transport shall be determined by the Seller. The Buyer shall be obliged to take receipt of the goods at the agreed place of delivery and to unload them within one hour of the arrival of the goods.
3. Once the goods are at the Buyer's expense and risk, the Buyer shall ensure that the goods are adequately insured against all possible risks, such as - but not limited to - loss, theft, damage and/or destruction of the goods.
4. If the date of actual delivery is postponed at the Buyer's request or due to the Buyer's actions, if the Buyer requests delivery in instalments and/or if goods are not collected and the Buyer arranges for transport, the risk for the goods shall nevertheless pass to the Buyer upon expiry of a period of 14 days after the Seller has notified the Buyer that the goods are ready for delivery. From that moment on, the Seller shall be entitled to invoice the Buyer for the goods. Any costs of additional transport, storage, insurance and/or other additional costs shall be borne by the Buyer.
5. All rights claimed by the Buyer on account of a breach of the Seller's obligations shall be invoked in writing by registered letter within eight days after the Buyer has discovered or could reasonably have discovered the defect, failing which the Buyer's rights shall lapse. The Buyer's rights in this respect shall also lapse if it has attempted to rectify an alleged defect itself or have it rectified without the Seller's express written consent.
6. If an item delivered proves to be faulty and all the aforementioned procedural requirements have been observed, the Seller shall either repair the defect, supply a replacement product or credit the Buyer with the amount corresponding to the complaint, entirely at the Seller's discretion, and without the Buyer being able to claim compensation from the Seller.

5. Delivery dates

1. The delivery time shall be approximated by the Seller and, unless agreed otherwise in writing, shall never be regarded as a deadline.
2. Exceeding the approximate delivery time set by the Seller shall not entitle the Buyer to fail to meet or suspend its obligations and shall not entitle the Buyer to compensation for damages.

6. Prices, payment and settlement

1. The price of the goods delivered to the Buyer shall be calculated at the Seller's prices for the goods in question on the day on which the agreement is concluded. The Seller shall be entitled to charge a price increase resulting from exchange rates, taxes, levies, freight rates and purchase costs. If the price charged exceeds the price initially agreed upon by more than 10%, the Buyer shall be entitled to dissolve the agreement in writing, immediately after the Buyer has been informed of the price increase. Thereafter, the right to dissolve the agreement shall lapse. All prices are exclusive of VAT and any other taxes and government levies owed as applicable at the time of delivery, but including normal packaging costs, unless expressly agreed otherwise. The costs of pallets are not included in the normal packaging costs and shall be passed on by the Seller to the Buyer.
2. Unless otherwise agreed, invoices must be paid within 30 days of the invoice date.
3. Payment by the Buyer to the Seller shall be made without set-off, discount or suspension. The Seller shall be authorised to set off any amounts it is owed by the Buyer at any time against the amounts the Seller owes or will owe the Buyer.
4. If payment is not made within 30 days of the invoice date, the Buyer shall be in default by operation of law without further notice of default being required. In the event of default, the Seller's claim shall become immediately due and payable and the Buyer shall owe the Seller default interest on the amounts due equal to the statutory commercial interest pursuant to Section 6:119a of Book 6 of the Dutch Civil Code.
5. If there is good reason to fear that the Buyer will fail to perform its obligations, the Seller shall be entitled to suspend performance of its obligation. In the event of suspension, the Seller shall be entitled to require the Buyer to furnish sufficient security for the performance of all its obligations.
6. If the Buyer fails to fulfil its payment obligations or fails to do so on time, the extrajudicial collection costs shall be for the Buyer's account. The extrajudicial costs shall be set at the amount pursuant to Article 2 of the Decree of 27 March 2012 on rules on the standardisation of costs for obtaining an out-of-court settlement ('Besluit vergoeding voor buitengerechtelijke incassokosten').
7. Payments made by or on behalf of the Buyer shall successively serve to pay the extrajudicial collection costs owed by the Buyer, the judicial costs, the interest due and thereafter in order of the age of the outstanding principal amounts, irrespective of the Buyer's indication to the contrary.

7. Retention of title

1. The goods delivered by the Seller shall remain the Seller's property until the Buyer has paid the purchase price pursuant to the agreement or amounts claimed for any other reason, including interest, costs and compensation in respect of the goods delivered.

2. The Buyer shall be forbidden, prior to the time of performance due, i.e. prior to the time at which the Buyer has become the owner of the goods referred to above, to transfer ownership of these goods to third parties, or to furnish them as security, or to place them under the actual control of the third party.
3. The Buyer shall only be entitled to resell the goods subject to retention of title if the Seller expressly authorises this in writing, whereby the condition shall apply that such reselling takes place within the scope of the normal business activities of the Buyer.
4. Goods delivered by the Seller to the Buyer may not be exported or made available for military purposes without the Seller's prior written consent.
5. If the Buyer fails to comply with the said obligations, the purchase price shall become fully and immediately due and payable, without prejudice to the Seller's right to compensation.
6. Without prejudice to the previous rights to which it is entitled, the Seller shall be authorised by the Buyer, if the Buyer fails to fulfil its payment obligations vis-à-vis the Seller or fails to do so on time, to repossess the goods delivered by the Seller without any notice of default or judicial intervention, or, if these have been mounted on movable or immovable property, to dismantle them and to repossess them wherever these goods are located.

8. Liability, force majeure

1. The Seller shall not be liable for direct or indirect damage of any kind to goods or persons, resulting from or related in the broadest sense to the goods delivered by the Seller, unless the damage is the result of intent or gross negligence on the part of the Seller.
2. Nor shall the Seller be liable for any consequential loss, including trading loss, non-pecuniary damage and loss of profit.
3. Liability for damage, as described above, shall not exist if the Buyer has concluded or could reasonably have concluded an insurance agreement in respect of the risk of such damage.
4. Should it be determined on the basis of statutory provisions that the Seller is still liable, such liability shall at all times be limited to the amount for which the Seller has effected insurance and for which cover is actually provided. If, for any reason whatsoever, no payment is made under the insurance, any liability shall be limited to the purchase price excluding VAT of the relevant goods. Any further liability for damage is excluded.
5. The Buyer shall indemnify the Seller against all claims from third parties in respect of any damage suffered or to be suffered by these third parties.
6. Any liability of the Seller vis-à-vis the Buyer shall in any event lapse upon expiry of the warranty period applicable to the relevant goods.
7. The Seller shall not be liable for any delay, incorrect or incorrect delivery as a direct or indirect consequence of a non-attributable shortcoming.

A non-attributable shortcoming of the Seller shall be understood to mean any event independent of the Seller's will, which temporarily or permanently prevents or delays performance, as well as, to the extent not already included: war, riot, acts of war, fire, water damage, flood, strike, illness, lack of personnel, raw materials and/or materials, government measures including import and export measures, defects in and/or damage to means of production, and business and transport disruptions of any nature whatsoever, both in the Seller's business and with third parties, from whom the Seller must obtain all or part of the required materials or raw materials and furthermore due to all other causes that are not the fault or are outside the control of the Seller.

8. In the event that the Seller is unable to perform the agreement due to a non-attributable shortcoming, the Seller shall be entitled to perform the agreement at a later date, or to dissolve the agreement, at the Seller's discretion, and without the Seller being liable to pay any compensation to the Buyer.

9. Dissolution and suspension

1. If the Buyer fails to fulfil any of its obligations under the agreement, or fails to do so on time or properly, or if the Buyer is declared bankrupt, if the Buyer has applied for a moratorium or a judicial debt rescheduling scheme, if its immovable property is seized, and in the event of closing down, discontinuation or liquidation of its company, or if the Buyer otherwise loses the power of disposal over its assets or parts thereof, the Seller shall be entitled, at its discretion, without further notice of default and judicial intervention and without being obliged to pay any compensation, to suspend the delivery of the goods and/or to dissolve the relevant agreement by way of a written statement to the Buyer, with immediate effect, without prejudice to all other rights of the Seller. Furthermore, in such cases all claims of the Seller against the Buyer shall become immediately due and payable.
2. In the event of dissolution, the Buyer shall be obliged to compensate the Seller for all resulting damage it suffers.

10. Intellectual property

1. The Seller or the entitled party shall retain all intellectual property rights with respect to the goods delivered and/or produced by the Seller and the information offered with respect to those delivered or produced goods, including but not limited to designs, sketches, drawings, models, images, texts, instructions for use, etc.
2. Without the prior written consent of the Seller or the entitled party, the Buyer shall be prohibited from publishing, distributing, copying or liquidating the goods delivered and/or produced by the Seller and the information offered with respect to those goods delivered or produced, including but not limited to designs, sketches, drawings, models, images, texts, user instructions, etc., on pain of an immediately payable penalty of € 100,000 per violation, as well as a penalty of € 5,000 for each day that the violation continues, without prejudice to the right of the Seller or the party entitled to full compensation insofar as the damage exceeds the said penalty amount.

11. Warranty

1. The goods delivered by the Seller are standard covered by the manufacturer's warranty. The warranty on goods shall in all cases be limited to the warranty provided by the manufacturer or supplier of the goods. For the warranty period, reference shall also be made to the one provided by the manufacturer or supplier of the goods.
2. The Buyer shall return the goods to the Seller at its expense. Labour costs and costs of parts or replacement products, which are associated with remedying faults or other defects in the goods shall be at the Seller's expense. Replaced parts or goods shall become the property of the Seller after the warranty has been invoked.
3. In addition to remedying a malfunction and/or other defect in accordance with the conditions set out in this article, the warranty shall not entitle the Seller to any other type of compensation, further right and/or any form of compensation for damages.
4. The warranty does not include malfunctions or other defects caused by:
 - incorrect set-up or installation, e.g. due to failure to comply with applicable (safety) regulations or instructions in the operating, installation and assembly instructions;
 - incorrect use, as well as incorrect operation or loading of the product;
 - external influences, such as transport, weather or other natural phenomena, and other external causes;
 - repairs and/or adjustments carried out by persons or organisations not trained, authorised and/or designated by the Seller to carry out this work;
 - use of non-original parts;
 - components that, depending on the nature and intensity of use, are subject to wear and tear;
 - current and voltage variations outside the tolerance range specified by the manufacturer of the good;
 - failure to carry out maintenance and cleaning work in accordance with the operating instructions;
 - carrying out transport in an incorrect manner;
5. The warranty does not apply if: A) and for as long as the Buyer is in default vis-à-vis the Seller; B) the Buyer has repaired and/or treated the goods delivered or has had them repaired or treated by third parties; C) the goods delivered have been exposed to abnormal conditions or have otherwise been handled carelessly or have been used or handled contrary to the Seller's instructions and/or the instructions for use; D) the defect is wholly or partly the result of (current or future) governmental regulations regarding the nature or quality of the materials used.

12. Conversion, interpretation

1. If any provision of these Terms and Conditions is wholly or partly qualified by the court as unreasonably onerous or would be contrary to reasonableness and

fairness, then that provision shall be attributed as much corresponding meaning as possible in terms of content and purport, so that it can be invoked.

2. The nullity or annulment of any provision of these Terms and Conditions shall not affect the validity of the remaining provisions of these Terms and Conditions.

13. Governing law and competent court

1. All legal relationships between the Seller and the Buyer shall be governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
2. All disputes arising from agreements between the Seller and the Buyer shall in the first instance be brought before and adjudicated by the competent court of the District Court of Zeeland-West-Brabant, location Breda.

14. Filing

1. These General Terms and Conditions have been filed with the Chamber of Commerce in Breda under number 20096487 and a copy thereof will be sent free of charge at the Buyer's first request.