



Tilmar

General terms and conditions

GENERAL TERMS AND CONDITIONS of the private limited company Tilmar BV, established in Meppen

Article 1. Applicability:

- A. Every legal relationship between us and the other party is governed exclusively by these terms and conditions.
- B. Any deviating terms and conditions used by the other party are only binding on us if and to the extent that we have agreed to them in writing.
- C. Any other deviations from these terms and conditions must also be expressly agreed to in writing.
- D. If we have agreed in writing to the applicability of deviating terms and conditions, these terms and conditions will otherwise remain in force, even if not explicitly stated otherwise. The other party cannot derive any future rights from any agreed deviations from these terms and conditions.

Article 2. Offers:

- A. All our offers are non-binding, unless expressly stated otherwise.
- B. All price lists, brochures, and other information provided with or before an offer are as accurate as possible. These are only binding for us if expressly confirmed by us in writing. Details are not required.
- C. All our offers, including any accompanying drawings and/or attachments, remain our property and may be reclaimed by us at any time.

Article 3. Agreements:

- A. Agreements are only concluded upon our written acceptance/confirmation of an order, or from the moment we commence execution of the order.
- B. Any subsequent additional agreements or amendments, as well as agreements and/or commitments made by our personnel or on our behalf by our salespeople, agents, representatives, or other intermediaries and/or resellers, are only binding upon us if confirmed in writing.
- C. Upon our written confirmation of an order, the content of the order confirmation constitutes the content of the agreement.

Article 4. Cancellations:

- A. If the other party, after placing and accepting the order, wishes to cancel it for any reason, we have the right, at our discretion, to either oblige the other party to fully comply with the agreement or to accept the cancellation on the condition that the other party pays a fixed amount of compensation equal to 20% of the order value within a period to be determined by us.
- B. The provision contained in the previous paragraph also applies if the other party refuses to accept a shipment of ordered items. In that case, the other party will also be charged for any (additional) transport costs.

Article 5. Prices:

- A. The stated prices are based on the cost-determining factors at the time of the offer. We reserve the right to pass on any changes in these cost-determining factors to the other party after the date of our offer or order confirmation, even if these cost-increasing circumstances were already foreseeable upon acceptance of the order.
- B. Costs of additions and/or changes to the order or agreement are the responsibility of the other party.
- C. The price excludes VAT.

Article 6. Delivery:

- A. We are obligated to observe the delivery time as much as possible, but exceeding it does not entitle the other party to compensation, suspension, or termination of the agreement.
- B. Delivery is deemed to have taken place:
 - I. If the goods are collected by or on behalf of the other party: upon receipt of the goods;
 - II. If shipped through a professional carrier: upon transfer of the goods to that carrier;
 - III. If shipped by one of our vehicles: upon delivery to the other party's home or warehouse. From the moment of delivery, the goods are at the other party's risk.
- C. We are entitled to make partial deliveries, which we can invoice separately; the payment terms as stipulated in Article 14 of these terms and conditions also apply to these invoices.





Article 7. Transport:

Unless otherwise agreed, the other party shall arrange for the transport of the goods and such transport shall be at its own expense and risk.

Article 8. Retention of title:

- A. We retain ownership of all goods sold by us until the other party has paid the consideration for the goods delivered or to be delivered by us under the agreement, or for the work performed or to be performed for the other party under such an agreement, as well as until the other party has paid for claims arising from failure to fulfill such an agreement.
- B. Prior to full payment, the other party is not authorized to pledge the goods, in whole or in part, or to transfer ownership thereof other than in accordance with its normal business operations or the normal intended use of the goods.
- C. In the event of processing, alteration, or mixing of the delivered goods by or at the other party, we acquire co-ownership of the newly created goods, or the principal goods, up to the value of the (original) goods delivered by us.
- D. If the other party alienates the goods delivered by us, they hereby assign to us the rights they have or will have against their own customers, together with all associated rights and/or securities. We may require the other party to notify their customers of the transfer and to provide us with all information and data necessary to enforce our rights.
- E. Until payment is received, the other party is obligated to store the goods in a manner that identifies them as our property, if we so request.
- F. In the event of late payment, the other party is obligated to return any goods still in stock to us upon first notice.
- G. If we invoke the retention of title, the agreement(s) will be dissolved without judicial intervention, without prejudice to our right to claim compensation for damages, lost profits, and interest.

Article 9. Complaints:

- A. Items delivered by us must be inspected by the other party immediately upon receipt. Visible defects must be reported to us in writing no later than eight days after receipt. Minor, commercially customary, or technically unavoidable deviations in quality, color, weight, etc. are not eligible for complaint.
- B. Complaints can only be considered if the items are still in the condition in which they were delivered. In case of doubt, the other party must prove that this is the case.
- C. Returns of delivered items are only permitted with our prior written consent, under conditions to be determined by us.
- D. If we find a complaint to be justified, we may, at our discretion, repair, replace, or reimburse the other party for the items to which the complaint relates, excluding any other right of the other party to compensation.
- E. Submitting a complaint does not release the other party from its payment obligations.
- F. Any complaints regarding invoices sent by us must be submitted within 8 days of the invoice date. Any other party who has not submitted a complaint within this period is deemed to have accepted the invoice.

Article 10. Non-attributable non-compliance:

- A. Non-attributable non-performance is defined as: Any circumstance beyond the control of the parties or unforeseeable circumstance, as a result of which the other party can no longer reasonably expect us to fulfill the agreement.
- B. "Non-attributable non-performance" is understood to include, but is not limited to: strikes, excessive absenteeism due to illness of our personnel, transport difficulties, fire, government measures, including import and export bans, quota restrictions and business disruptions at our company or that of our suppliers, involuntary disruptions or impediments that make the performance of the agreement more costly and/or more difficult, such as storm damage and/or other natural disasters, as well as attributable non-performance by our suppliers, as a result of which they cannot (or can no longer) fulfill our obligations to the other party.
- C. If a situation of non-attributable non-performance occurs, we are entitled to suspend the performance of the agreement or to terminate it permanently.
- D. We are entitled to demand payment for services rendered under the relevant agreement before the circumstance constituting non-attributable non-performance arose.
- E. We are also entitled to invoke non-attributable non-performance if the circumstance constituting non-attributable non-performance occurs after our performance should have been delivered.

Article 11. Liability:

- A. Except in the case of intent or gross negligence on our part or that of our subordinates, to be proven by the other party, we shall never be liable for business damage (business interruptions and other expenses, loss of income, etc.), damage resulting from personal injury, depreciation of goods, or any other damage whatsoever, which may arise for the other party and/or third parties as a direct or indirect result of goods supplied by us, advice given by us, work or services performed by us, delays in or failure to deliver, advice, work or services.





B. Furthermore, we are not liable for damage caused by the sold/delivered goods and/or installations not complying with the statutory or other government requirements for the use of these goods and/or installations.

C. If, against all expectations, we are nevertheless liable for damages, this compensation will never exceed the invoice price of the goods in question or the work performed.

D. If we could invoke the provisions of this article, any employees held liable may also invoke them, as if they were themselves parties to the agreement.

Article 12. Indemnification:

The counterparty is obliged under the agreement to indemnify us against all claims for damages from third parties against us in connection with the performance of the agreement (delivery, performance of work or services, advice, etc.), for whatever reason, and is liable for all costs arising therefrom.

Article 13. Security, creditworthiness:

A. The insufficient creditworthiness of our counterparty serves as a condition of termination for every agreement entered into by and with us, even if partial delivery has taken place.

B. The counterparty is obligated, upon our first request, to provide security for the full fulfillment of its obligations under agreements performed by us or yet to be performed, in whole or in part, in any form we desire. If the counterparty fails to comply with this, all amounts owed to us, regardless of their origin, shall become immediately due and payable, without prejudice to our other rights.

Article 14. Payment:

A. Unless otherwise agreed in writing, payment must be made net – in cash – upon delivery without any discount or debt settlement, or by deposit or transfer to a bank or giro account designated by us within fourteen days of the invoice date.

B. All payments must be made at our office or to an account designated by us.

C. Payments must be made in the currency in which the agreed prices are expressed.

D. Each payment by the other party primarily serves to settle the interest owed by the other party, as well as the judicial and extrajudicial costs, as determined in the following articles, and will then be deducted from the oldest outstanding claim.

E. The other party will be in default by the mere expiry of the aforementioned period of fourteen days after the invoice date; notice of default is not required.

Article 15. Interest:

A. If a credit facility longer than fourteen days is agreed to or is taken incorrectly, the counterparty owes interest on the invoice amount from the invoice date.

B. This interest is equal to 2% above the promissory note discount rate of the Dutch Central Bank. At the end of each year, the amount on which the interest is calculated is increased by the interest due for that year.

Article 16. Costs:

A. All judicial and extrajudicial costs incurred by us in connection with the other party's non-compliance/default are for their account.

B. In the event of late payment, the extrajudicial collection costs will amount to at least 10% of the amount to be collected, with a minimum of €250.

Article 17. Applicable law:

All agreements between us and the other party will be exclusively governed by Dutch law.

Article 18. Competent court:

Any disputes that may arise between us and the other party in connection with any legal relationship falling under the validity of these terms and conditions will, if they fall within the jurisdiction of a District Court, be settled exclusively in the first instance by the District Court of Assen.

