

## Article 1: Applicability

- 1.1 These conditions apply to all offers made by ZAMKO (established at 5503LN Veldhoven NL, Chambre of Commerce 65040600), to all agreements that it concludes and to all agreements that may result from this, insofar as ZAMKO is a proposing party or supplier. Changes to the above or to these terms and conditions are only valid after explicit confirmation of this in writing by both parties.
- 1.2 The present conditions also apply to agreements with ZAMKO, for the implementation of which third parties must be involved by ZAMKO.
- 1.3 ZAMKO is further referred to as supplier. The other party is referred to as buyer.
- 1.4 The applicability of any purchase conditions or other terms and conditions of the buyer is expressly rejected.
- 1.5 In the event of any conflict between the content of the agreement concluded between buyer and supplier and these conditions, the provisions of the agreement will prevail.
- 1.6 If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or should be annulled, the remaining provisions in these terms and conditions will remain fully applicable.
- 1.7 If the buyer does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply. ZAMKO never loses its right to demand strict compliance with the provisions of these conditions in other cases.

## Article 2: Offers

- 2.1 All offers are without obligation unless explicitly stated otherwise.
- 2.2 The mere issuance of a quotation, budget, pre-calculation or similar statement, whether or not indicated by quotation, does not oblige the supplier to conclude an agreement with the buyer.
- 2.3 If the buyer provides the supplier with information, drawings and the like, the supplier may assume the correctness and completeness of this when basing his offer on this.
- 2.4 A quotation consisting of multiple components does not oblige the supplier to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

- 2.5 The prices stated in the offer are always based on delivery from the factory or warehouse supplier. The prices are exclusive of sales tax, import duties and transport packaging.

## Article 3: Intellectual Property Rights

- 3.1 Unless otherwise agreed in writing, the supplier retains the copyrights and all industrial property rights to the offers made by him, designs, images, drawings, (test) models and the like.
- 3.2 The rights to the data referred to in paragraph 1 of this article remain the property of the supplier irrespective of whether costs have been charged to the buyer for the production thereof. This data may not be copied, used or shown to third parties without the express prior written permission of the supplier.

## Article 4: Advice and information provided

- 4.1 The buyer cannot derive any rights from advice and information he receives from the supplier.
- 4.2 The buyer indemnifies the supplier against any claim by third parties with regard to the use of advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the buyer.

## Article 5: Delivery time

- 5.1 The delivery time is always approximate by the supplier.
- 5.2 When determining the delivery time, the supplier assumes that he can carry out the order under the circumstances known to him at that time.
- 5.3 The delivery time only starts when agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings and such are in the possession of the supplier, the agreed (installment) payment has been received and the necessary conditions for implementation of the assignment has been met.
- 5.4 Exceeding the delivery time and / or execution period will under no circumstances entitle buyer to compensation or dissolution.

## Article 6: Delivery

6.1 After the delivery time and / or execution period, the buyer is obliged to purchase the goods that are the subject of the agreement at the agreed location.

6.2 The buyer is obliged to take delivery of the purchased goods at the time they are delivered to him or at the time they are made available to him in accordance with the agreement.

6.3 If the Buyer refuses the purchase or is negligent in providing information or instructions necessary for the delivery, the goods will be stored at the risk of the Buyer. In that case the buyer will owe all additional costs, including at least storage costs.

## Article 7: partial deliveries

The Supplier is permitted to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If the goods are delivered in parts, the Supplier is entitled to invoice each part separately.

## Article 8: Transfer of risk

8.1 The risk of the item transfers when the supplier makes it available to the buyer.

8.2 Irrespective of the provisions of paragraph 1 of this article, the buyer and supplier may agree that supplier shall provide for the transport. The risk of storage, loading, transport and unloading in that case rests with the buyer. The buyer can take out insurance against these risks.

## Article 9: Force majeure

9.1 The supplier has the right to suspend compliance with its obligations if, due to force majeure, it is temporarily prevented from fulfilling its contractual obligations towards the buyer.

9.2 Force majeure is understood to mean, among other things, the fact that suppliers, subcontractors of the supplier or carriers engaged by the supplier do not or not timely fulfill their obligations, weather, earthquakes, fire, power failure, loss, theft or loss of tools or materials, roadblocks, strikes or work interruptions and import or trade restrictions.

9.3 The supplier is no longer authorized to suspend if the temporary impossibility to comply has lasted more than six months. The buyer and supplier can terminate the agreement with immediate effect after the expiry of this period, but only for that part of the obligations that have not yet been fulfilled.

9.4 The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the suspension or termination within the meaning of this article.

## Article 10: Liability

10.1 In the event of an attributable shortcoming, the supplier is still required to fulfill its contractual obligations.

10.2 The supplier's obligation to pay compensation on any legal basis is limited to the damage against which the supplier is insured under an insurance policy taken out by or on behalf of him, but is never higher than the amount paid by him by the insurance company in the case concerned.

10.3 If the supplier is not entitled to the limitation of paragraph 2 of this article for any reason, the obligation to pay compensation is limited to a maximum of 15% of the total contract sum (excluding VAT). If the agreement consists of parts or partial deliveries, the obligation to pay compensation is limited to a maximum of 15% (excluding VAT) of the order sum for that part or that partial delivery with a maximum of Euro 5,000 (in words: five thousand euros).

10.4 Consequential damage is not eligible for reimbursement. Consequential damage is understood to include inter alia stagnation damage, loss of production, lost profit, transport costs and travel and accommodation costs. The buyer can insure himself against this damage if possible;

10.5 The supplier is not liable for damage to material supplied by or on behalf of the buyer as a result of improper processing.

10.6 The buyer indemnifies the supplier against all claims from third parties for product liability as a result of a defect in a product that was delivered by the buyer to a third party and that (partly) consisted of products and / or materials supplied by the supplier. The buyer is obliged to compensate all damage suffered for the supplier in this context, including the (full) costs of the defense.

## Article 11: Warranty and other claims

11.1 The Supplier guarantees the goods it has delivered for a period of two months after delivery.

11.2 The warranty does not apply if damage is the result of wear or incorrect treatment. Incorrect treatment includes, among other things: incorrect loading and / or overloading of the delivered goods.

11.3 Parts or materials repaired or replaced by the supplier must be sent to him by the buyer.

11.4 For the account of the buyer:

- all transportation or shipping costs;
- costs for dismantling and assembly;

11.5 The buyer must in all cases offer the supplier the opportunity to repair a defect or to carry out the processing again.

11.6 The buyer can only appeal to the guarantee after he has fulfilled all his obligations towards the supplier.

11.7 No guarantee is given if defects are the result of:

- normal wear and tear;
- improper use;
- not or incorrectly performed maintenance; installation, assembly, modification or repair by the buyer or third parties;
- defects in or unsuitability of goods originating from or prescribed by the buyer;
- defects in or unsuitability of materials or aids used by the buyer.

11.8 No guarantee is given on delivered goods that were not new at the time of delivery;

11.9 The provisions of paragraphs 2 to 8 of this article are of agreement

11.10 The buyer cannot transfer rights under this article.

## Article 12: Defects. Complaint period

12.1 The buyer must investigate the purchased goods upon delivery - or as soon as possible thereafter as possible. In doing so, the Buyer must check whether the delivered goods comply with the agreement, namely:

- whether the correct items have been delivered;
- whether the goods delivered correspond with regard to quantity (for example the number and quantity) to what has been agreed;
- whether the goods delivered meet the agreed quality requirements or - if these are missing - the requirements

that may be set for normal use and / or commercial purposes.

12.2 If visible defects or deficiencies are found, the Buyer must report these to the Supplier in writing within 7 days after delivery.

12.3 The Buyer must report non-visible defects in writing to the Supplier within 7 days after discovery, but no later than within 3 months after delivery.

12.4 Even if the Buyer complains in time, his obligation to pay and to take orders placed remains. Goods can only be returned to the Supplier after prior written permission.

## Article 13: Payment

13.1 Payment is made at the supplier's place of business or into an account to be designated by the supplier.

13.2 Unless otherwise agreed, payment takes place before or during delivery.

13.3 The right of the buyer to settle his claims against the supplier or to suspend them is excluded, unless the supplier is declared bankrupt or the legal debt rescheduling applies to the supplier.

13.4 If payment has not been made within the agreed payment term, the buyer will immediately owe interest to the supplier. The interest is 12% per year, but is equal to the statutory interest + 2% if it is higher. For the interest calculation, a part of the month is seen as a full month.

13.5 In the event of liquidation, bankruptcy or suspension of payment from the Buyer, the obligations of the Buyer will be immediately due and payable.

13.6 Payment must be made without discount or settlement.

13.7 Payments made by the other party always serve firstly to settle all interest and costs owed, and secondly to due and payable invoices that have been outstanding the longest, even if the other party states that the payment relates to a later invoice.

## Article 14: Security and retention of title

14.1 Irrespective of the agreed payment conditions, the buyer is obliged to provide a sufficient security for payment at the supplier's first request. If the buyer does not comply with this within the specified period, he will immediately be in default. In that case the supplier has

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the right to terminate the agreement and to recover his damage from the buyer.

14.2 The supplier remains the owner of the delivered goods as long as the buyer fails or will fail to fulfill his obligations under these or other agreements;

14.3 As long as there is a retention of title on delivered goods, the buyer may not encumber or dispose of these outside his normal business operations.

14.4 After the supplier has invoked his retention of title, he may reclaim the delivered goods. The buyer will cooperate fully in this regard.

14.5 The Supplier reserves the right to pledge as referred to in Art. 14.5 on delivered goods that have been transferred to the Purchaser through payment and that are still in the Purchaser's possession. 3: 237. BW to provide additional security for claims, other than those referred to in paragraph 1 of this article, that the Supplier may have against the Buyer for whatever reason. The authority included in this paragraph also applies to goods delivered by the Supplier that have been processed or processed by the Buyer, as a result of which the Supplier has lost its retention of title.

### **Article 15: Termination of the agreement**

If the buyer wants to terminate the agreement without there being any shortcoming on the part of the supplier and the supplier agrees in writing, the agreement will be terminated by mutual consent. In all other cases of termination of the agreement, the Supplier is entitled to compensation for all financial loss, such as loss suffered, loss of profit and costs incurred.

### **Article 16: Applicable law and competent court**

16.1 Dutch law applies.

16.2 The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation from which exclusion is permitted.

16.3 Only the Dutch civil court that has jurisdiction at the supplier's place of business will take cognizance of disputes, unless this is contrary to mandatory law. The Supplier may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.