



LASCENTRUM RIDDERKERK B.V.

General terms and conditions

GENERAL TERMS AND CONDITIONS

General terms and conditions of delivery of Lascentrum Ridderkerk B.V. Filed with the Chamber of Commerce in Rotterdam under number 83220992.

Article I

1. The following general terms and conditions of delivery shall apply to all offers and agreements for the provision of supplies and/or services by our company, hereinafter referred to as “Lascentrum Ridderkerk”, unless otherwise specified in writing by both Lascentrum Ridderkerk and anyone to whom the offer has been addressed or with whom the agreement is concluded, hereinafter referred to as “the other party”.
2. By ordering, the other party declares that it acknowledges and accepts these terms and conditions.

Article II Offer

1. All offers issued by Lascentrum Ridderkerk shall be non-binding. Offers shall be valid for thirty days, unless otherwise stated in the offer. Lascentrum Ridderkerk shall only be bound after and to the extent that it has accepted orders in writing.
2. Unless explicitly stated otherwise, all offers shall be based on performance under normal circumstances and during normal working hours.

Article III Agreement

1. Where an agreement is entered into in writing, it shall be concluded on the day the contract is signed by Lascentrum Ridderkerk, or on the day of dispatch of the written order confirmation by Lascentrum Ridderkerk.
2. The agreement shall include Lascentrum Ridderkerk’s authority to charge separately for additional work it has carried out as soon as the amount to be charged is known to it. Additional work is considered to be that which Lascentrum Ridderkerk, during implementation of the agreement, supplies and/or installs beyond the quantities explicitly stipulated in the contract or order confirmation or is proposed by it beyond work explicitly stipulated in the contract or order confirmation.
3. Verbal commitments by and agreements with employees of Lascentrum Ridderkerk shall not bind Lascentrum Ridderkerk until after and to the extent that these have been confirmed by it in writing or, in the absence of any such confirmation, after expiry of thirty days, to the extent that, within that period, the other party has manifestly accepted the agreement through silence or actual action.

Article IV Price

1. Prices quoted by Lascentrum Ridderkerk are based on delivery ex works, which is understood to mean delivery ready for dispatch on the factory premises of Lascentrum Ridderkerk.
2. If after the offer date one or more cost factors is subject to an increase – even where this is due to foreseeable circumstances – Lascentrum Ridderkerk shall be entitled to increase the agreed price.
3. The provisions stated in paragraphs 1 and 2 of this article shall apply mutatis mutandis to the calculation of additional work.
4. If, without having been commissioned to install, Lascentrum Ridderkerk provides help and assistance – of any nature – during installation, this shall be at the expense of the other party.

Article V Drawings, calculations, descriptions, designs, tools etc.

1. Data specified in catalogues and or website, images, drawings, size and weight specifications etc. shall not be binding, except to the extent that these have been expressly included in a contract signed by the parties or an order confirmation signed by Lascentrum Ridderkerk.
2. Any offer made by Lascentrum Ridderkerk, as well as the drawings, calculations, descriptions, designs, tools etc. made or provided by it, shall remain its property, even where costs have been charged for these. Lascentrum Ridderkerk shall ensure that no data regarding its manufacturing and/or construction methods is copied, shown to third parties, disclosed or used without its express consent.

Article VI Installation

1. All fixtures and/or fittings necessary for the arrangement of the goods to be installed in their assembled state, shall be at the expense and risk of the other party and are not the responsibility of Lascentrum Ridderkerk, except where the implementation of such fixtures and/or fittings is carried out by or on behalf of Lascentrum Ridderkerk in accordance with information provided and/or drawings made by or on

behalf of the other party. Apart from this latter exception, Lascentrum Ridderkerk shall be fully responsible to the other party for the proper and timely implementation of the aforementioned fixtures and/or fittings.

2. The other party shall, at its own expense and risk, ensure that:
 - a. as soon as they arrive at the installation site, Lascentrum Ridderkerk employees can commence their work and, furthermore, where Lascentrum Ridderkerk considers it necessary to set the time for the start and/or end of work outside normal working hours and has notified the other party thereof in good time, are at all times given the opportunity to carry out their work both during and outside normal working hours;
 - b. suitable accommodation and/or facilities required by the Working Conditions Act are available for employees of the other party;
 - c. access roads to the site are suitable for transport;
 - d. the designated construction site is suitable for storage and assembly;
 - e. the necessary lockable storage places for materials, tools and other goods are present;
 - f. the necessary and usual ancillary workers, auxiliary machinery, auxiliary and operating materials (including fuels, oils and greases, cleaning and other small parts, gas, water, electricity, steam, compressed air, heating, lighting etc.) are in place well in advance and available at no cost to Lascentrum Ridderkerk;
 - g. all necessary safety and other precautionary measures have been taken and are enforced;
 - h. dispatched goods are in place at the start of and during installation.
3. In the event of loss of time caused by delay due to failure to meet one or more of the terms and conditions set out in paragraphs 1 and 2 of this article, such an extension of the delivery period, taking all circumstances into account, shall be granted as is reasonable.
4. Where an acceptance test takes place, the other party, after operational set-up on site, shall give Lascentrum Ridderkerk the opportunity to take these preliminary tests as well as make such improvements and changes it deems necessary, provided that the business of the other party is not disturbed, except where this is necessary for the performance of work deemed necessary by Lascentrum Ridderkerk. The acceptance test shall be held within the shortest possible time after completion of the preliminary tests.
5. The other party shall ensure that all necessary and usual ancillary workers, auxiliary machinery, auxiliary and operating materials (including fuels, oils and greases, cleaning and other small parts, gas, water, electricity, steam, compressed air, heating, lighting, etc.) for the acceptance test and any preliminary tests are in place well in advance and available at no cost to Lascentrum Ridderkerk.
6. Costs incurred as a result of the terms and conditions set out in this article not being met or not being met on time shall be borne by the other party.

Article VII Delivery period

1. The delivery period shall commence on the latest of the following dates:
 - a. the date of conclusion of the agreement;
 - b. the date of receipt by Lascentrum Ridderkerk of the documents, data, permits etc. necessary for the performance of the assignment;
 - c. the date of completion of the formalities necessary for the commencement of work;
 - d. the day of receipt by Lascentrum Ridderkerk of that which, in accordance with the agreement, is required to be paid in advance before the commencement of work.
2. The delivery period shall be based on the working conditions applicable at the time the agreement has been concluded and on timely delivery of materials ordered well in advance of the performance of work. Where a delay occurs due to modification of the work/materials ordered well in advance not being delivered on time, the delivery period shall, all circumstances considered, be extended as much as is reasonable.
3. Partial deliveries shall be permitted. Different times of delivery shall be taken into account in respect of warranty period.
4. With regard to delivery period, goods shall be deemed delivered when – at the reasonable discretion of Lascentrum Ridderkerk – these or the most important components thereof are ready for testing in Lascentrum Ridderkerk's factory, or if they are not tested in its factory, when, after the other party has been informed thereof in writing. they are ready for inspection or dispatch. If, with regard to the delivery period, Lascentrum Ridderkerk has accepted the goods as delivered when – at its reasonable discretion – these or the main components thereof are in working order on site.

5. An agreed delivery period shall not constitute a deadline. In the event of late delivery, the other party shall give written notice of default to Lascentrum Ridderkerk. Exceeding the agreed delivery period shall not entitle the other party to damages and/or termination of the agreement, notwithstanding the notice of default, barring intent or gross negligence on the part of Lascentrum Ridderkerk or its managerial employees.
6. Any contractual penalty imposed when exceeding the delivery period shall not be due where exceeding the delivery period is the result of force majeure.
7. Immediately after the goods or the main components thereof as delivered under paragraph 4 of this article, the other party shall bear the risk for all direct and indirect damages, which may be caused to or by these goods or components. (Paragraph 1 of Article VIII has been moved, and is now paragraph 7 of Article VII, to create a separate article on retention of title).

Artikel VIII Retention of title.

1. Without prejudice to the provisions of the previous paragraph and Article VIII, paragraph 4, all goods delivered and to be delivered shall remain the property of Lascentrum Ridderkerk, until all claims, which, for whatever reason, it has or will acquire against the other party have been paid in full.
2. Goods delivered by Lascentrum Ridderkerk that are subject to retention of title under the provisions of the first paragraph may only be sold in the ordinary course of business. Ordinary course of business is at no time understood to mean course of business during a suspension of payments or bankruptcy. The other party shall not have the authority to pledge goods or to establish any other right over them.
3. If the other party fails to meet its obligations or there is a well-founded fear of this, Lascentrum Ridderkerk shall, without any notice of default or judicial intervention, be entitled to remove the delivered goods on which the retention of title rests from the other party or third parties holding the goods for this other party, as well as to dismantle goods attached to movable or immovable property. The other party shall be obliged to fully cooperate in this under penalty of a fine of 10% per day of the amounts due to Lascentrum Ridderkerk.
4. Where third parties wish to establish or enforce any right to the goods delivered under retention of title, the other party shall be obliged to inform Lascentrum Ridderkerk thereof without delay.
5. The other party shall be obliged to insure the items delivered under retention of title against risks of fire, theft, storm and water damage and to make the policy of this insurance available for inspection on demand of Lascentrum Ridderkerk. The other party shall not be permitted to pledge any claims under these insurance agreements as referred to in the previous sentence to third parties or to establish any other right thereto.
6. On demand of Lascentrum Ridderkerk, the other party shall undertake: – to pledge to Lascentrum Ridderkerk all claims of the other party on the insurer regarding the goods delivered under retention of title; – to pledge to Lascentrum Ridderkerk the claims that the other party obtains against its customers in respect of the resale of the goods delivered by Lascentrum Ridderkerk under retention of title; – to cooperate with all reasonable measures Lascentrum Ridderkerk wishes to take to protect its ownership rights to the goods.
7. With respect to goods taken back by the supplier under this article, the other party shall be credited the market value of the goods as applicable to Lascentrum Ridderkerk on the day of return. The market value shall be determined by the parties in the following way:
 - a. if return of the goods takes place within 60 days after the delivery date: 50% of the invoice amount;
 - b. if return of the goods takes place in the period between 60 days and 90 days after the delivery date: 25% of the invoice amount;
 - c. if the return of the goods takes place more than 90 days after the delivery date: a maximum of 10% of the invoice amount.
8. Lascentrum Ridderkerk shall be entitled to suspend the delivery of the goods to the other party, which Lascentrum Ridderkerk has in its possession, as well as its delivery obligations to the other party until such time as all its due claims on the other party have been settled, to the extent that there is sufficient connection between claim and obligation to justify suspension."

Artikel IX Payment

1. Unless otherwise agreed, payment of the agreed price shall be made within 30 days of the invoice date. Partial deliveries may be invoiced separately by Lascentrum Ridderkerk.
2. In respect of payment of the price increases referred to in Article IV, paragraph 2, the period specified in the previous paragraph shall apply mutatis mutandis.
3. Payment for additional work shall be made as soon as the other party has been charged for it.
4. All payments shall be made without any deduction or set-off at the office of Lascentrum Ridderkerk or by payment into an account to be designated by it.

5. Where the other party fails to pay, fails to pay on time or in full, it shall be deemed to be legally in default and shall, without further notice of default, also owe Lascentrum Ridderkerk penalty interest of 1% per month or part thereof, to be calculated per day, from 30 days after the invoice date.
6. Where the other party, due to any circumstances regarding the payment of outstanding invoices, offers Lascentrum Ridderkerk a payment plan and this plan is accepted by the supplier, the other party shall owe, in addition to contractual interest and extrajudicial collection costs, an amount equal to 3% of the principal sum as settlement costs.

Artikel X Warranty

1. Subject to the restrictions set out below, Lascentrum Ridderkerk shall ensure both the soundness of the goods it delivers and the quality of the materials used and/or delivered for this purpose, to the extent that all defects in delivered goods, which the other party proves have arisen within 6 months after delivery under art. VII, paragraph 4, have arisen exclusively or predominantly as a direct result of an error in the construction designed by Lascentrum Ridderkerk or as a result of poor workmanship or use of bad material, shall be repaired free of charge by Lascentrum Ridderkerk. The other party shall provide Lascentrum Ridderkerk with the opportunity to do so without charging any costs and shall further ensure that all necessary and usual ancillary workers, auxiliary machinery, auxiliary and operating materials (including fuels, oils, greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) are in place well in advance and available at no cost to Lascentrum Ridderkerk; costs incurred as a result of non-payment or late payment hereof shall be borne by the other party.
2. Normal wear and tear of machines and/or normal wear and tear of components are not covered by this warranty.
3. Unless explicitly agreed otherwise, no warranty shall be provided on delivery of used material or used goods in consultation with the other party.
4. Lascentrum Ridderkerk shall not give a greater warranty on components obtained from third parties than it is given by its supplier.
5. Where Lascentrum Ridderkerk replaces components in order to meet its warranty obligations, replaced components shall become the property of Lascentrum Ridderkerk.
6. An alleged failure on the part of Lascentrum Ridderkerk to comply with its warranty obligations may not release the other party from its obligations under any agreement entered into with Lascentrum Ridderkerk.
7. Where the other party fails to, fails to properly or promptly meet any obligation it incurs under an agreement concluded with Lascentrum Ridderkerk or related agreement, Lascentrum Ridderkerk shall not be bound to any warranty – however named – with respect to any of these agreements.
8. Lascentrum Ridderkerk shall not be bound by any warranty where the other party, without any written authorisation from Lascentrum Ridderkerk, makes repairs, changes or replaces components. Costs arising from work carried out by the other party on its own authority may at no time be recovered from Lascentrum Ridderkerk.

Artikel X B Warranty for welding consumables

1. Lascentrum Ridderkerk shall ensure the quality of the welding consumables it supplies up to the time of delivery.
2. The other party shall be obliged to store the materials in the original packaging in a well-dry warehouse up to the time of welding.
3. If in spite of this, products of insufficient quality are delivered and this is demonstrated by the other party, Lascentrum Ridderkerk shall – to the exclusion of all further agreements – have the option between redelivery free of charge or reimbursement of the invoice value of the materials in question, on the express condition, however, that the other party demonstrates that it has fulfilled its obligation as specified in paragraph 2.
4. Lascentrum Ridderkerk shall only be obliged to perform warranty work where defects in welding consumables delivered have been reported in writing to Lascentrum Ridderkerk no later than 6 weeks after delivery and within 3 days after discovery by the other party.
5. The provisions of Article X A paragraphs 8 and 9 shall apply mutatis mutandis.

Article XI Defects and complaint terms

1. The other party shall examine the purchased goods upon delivery. The other party shall check whether the goods delivered comply with the agreement in terms of number, weight and quality.
2. Notification of defects regarding externally visible defects shall be made no later than the testing or inspection in Lascentrum Ridderkerk's factory or – where no testing or inspection in the factory of Lascentrum Ridderkerk takes place – within 8 days of receipt of the goods by the other party, failing which any claim against Lascentrum Ridderkerk in respect of these defects shall become null and void.

Any differences found shall be recorded in writing. Where no factory inspection takes place, defects shall be reported within 8 days after delivery. Notification shall be made by registered letter.

3. Notification of defects relating to defects that are not externally visible shall be made as soon as possible but no later than 8 days after expiry of the warranty period, failing which any claim against Lascentrum Ridderkerk in respect of these defects shall lapse.
4. In the absence of timely notification of defects, all other party claims shall lapse.
5. Defects in the delivery may only be claimed with respect to unprocessed items that are still in the condition in which they have been delivered,
6. Minor deviations in quality, quantity, weight, colours, size, finish, etc. considered acceptable in the trade or technically unavoidable shall not constitute defects under this article.
7. The other party shall provide Lascentrum Ridderkerk with the opportunity to inspect the goods.
8. Where the other party can assert a claim under the above provisions, it shall not be entitled to suspend payment.

Article XII Liability

With regard to liability of Lascentrum Ridderkerk, subject to the provisions of public order and reasonableness and fairness, the following shall apply:

1. Lascentrum Ridderkerk shall only be liable for damages suffered by the other party where these have been caused by intent or gross negligence on the part of Lascentrum Ridderkerk or its managerial employees.
2. Furthermore, Lascentrum Ridderkerk shall at no time be liable for consequential and indirect trading loss, stagnation damage, delay of the work in progress, loss of orders, loss of profits, processing costs, etc.
3. Subject to the provisions of this article, any liability shall otherwise be limited to 50% of the relevant invoice amount, less VAT, packaging and transport costs and payment discounts
4. Damage shall be reported to Lascentrum Ridderkerk as soon as possible but no later than four weeks after its occurrence, except where the other party proves that it could not have reported the damage earlier.
5. Nor, in respect of the infringement of the rights of these third parties, explicitly including industrial and intellectual property rights, shall Lascentrum Ridderkerk be liable for damages that third parties may claim.
6. The other party shall be obliged to compensate Lascentrum Ridderkerk for all costs, damages and interest that it may incur as a direct or indirect result of legal claims that third parties may bring against it in connection with the implementation of the agreement; the other party shall be obliged under this agreement to comply with an addition as a third party by Lascentrum Ridderkerk.

Article XIII Force majeure

In these General Conditions of Delivery, force majeure means any circumstance beyond the control of Lascentrum Ridderkerk – even if it was foreseeable at the time the contract was concluded – that permanently

or temporarily prevents fulfilment of the agreement, and, insofar as not already included, war, threat of war, civil war, riots, strikes, lockouts, transport difficulties, fire and other serious disruptions in the business of Lascentrum Ridderkerk or its suppliers.

Artikel XIV Opschorting en ontbinding

1. In the event that, as a result of force majeure, the agreement cannot be implemented, Lascentrum Ridderkerk shall be entitled, without judicial intervention, either to suspend implementation of the agreement for a maximum of 6 months or to terminate the agreement in full or in part, without being liable for any compensation. During suspension, Lascentrum Ridderkerk shall be entitled – and at the end thereof be obliged – to choose either to implement or terminate the agreement in full or in part. overeenkomst.
2. Both in the event of suspension and in the event of termination under the first paragraph, Lascentrum Ridderkerk shall be entitled to demand immediate payment for raw materials, materials, components and goods it has reserved, processed and manufactured to implement the agreement, for the value reasonably attributed to them. In the event of termination under the first paragraph, the other party shall be obliged, after payment of the amount due under the previous paragraph, to take possession of the goods included therein, failing which Lascentrum Ridderkerk shall be entitled to have these goods stored at the expense and risk of the other party or to sell them at its expense
3. Where the other party fails to, fails to properly or promptly meet any obligation it incurs resulting from the agreement entered into with Lascentrum Ridderkerk or any related agreement, as well as when Lascentrum Ridderkerk receives indications of reduced creditworthiness of the other party, as a result of which there may be justified doubt as to whether it will be able to meet its obligations to Lascentrum Ridderkerk, and furthermore in the event of suspension of payment, cessation or liquidation of the other

party's business, and in the event of receivership or death where the other party is a natural person, it is deemed to be legally in default, Lascentrum Ridderkerk shall, without notice or judicial intervention, be entitled either to suspend the implementation of each of these agreements for up to six months or to terminate them in full or in part, without being liable for any compensation or warranty and without prejudice to its other rights. In all these cases, any claim that Lascentrum Ridderkerk has on the other party shall be immediately due and payable. During suspension, Lascentrum Ridderkerk shall be entitled – and at the end thereof be obliged – to opt for implementation or full or partial termination of the suspended agreement(s).

4. In the event of suspension under the third paragraph, the agreed price shall become immediately due and payable, after deduction of the instalments already paid and of the costs saved by Lascentrum Ridderkerk as a result of the suspension, and Lascentrum Ridderkerk shall have the authority to store the raw materials, materials, components and goods it has reserved, processed and manufactured to implement the agreement at the expense and risk of the other party. In the event of termination under the third paragraph, the agreed price – where there has been no prior suspension – shall become immediately due and payable, after deduction of the instalments already paid and the costs saved by Lascentrum Ridderkerk as a result of the termination, and the other party shall be obliged to pay the aforementioned amount and to take possession of the goods included therein, failing which Lascentrum Ridderkerk shall be entitled to have these items stored at the expense and risk of the other party or to sell them on behalf of the other party.
5. Where the other party, in accordance with the provisions of the third paragraph, is in default of fulfilling one or more of its obligations, all reasonable costs for obtaining extrajudicial satisfaction shall be borne by the other party. The other party shall at all times owe the collection rate applicable to solicitors:

- over the first € 3,000.00 15%;
- over the amount up to € 6,000.00 10%;
- over the excess up to € 15,000.00 8%;
- over the amount up to € 60,000.00 5%.
- over the excess 3%.

The collection costs shall be at least € 500.00 and, in the event of bankruptcy petition, €1000.00.

6. The other party shall owe Lascentrum Ridderkerk the judicial costs reasonably incurred by it in all instances. The above shall only apply where a court judgment has been rendered between the parties and which has become final and conclusive and in which the other party has been fully or predominantly ruled against.

Article XV Intellectual property rights

The reproduction or duplication in full or in part, for whatever purpose, of price lists, brochures, leaflets, images, drawings, designs, tables or technical data provided by the supplier shall be prohibited without the written authorisation of Lascentrum Ridderkerk.

Article XVI Commitment to agreement

Where any provision of these terms and conditions is declared legally non-binding, this shall not affect the remaining provisions.

Article XVII Disputes

Except where Lascentrum Ridderkerk should refer the matter to another court, all disputes arising from agreements concluded with Lascentrum Ridderkerk to which these terms and conditions apply in full or in part, or from further agreements resulting therefrom, shall be exclusively settled by the competent court in the District of Amsterdam.

Article XVIII Applicable law

Dutch law, applicable to the Kingdom in Europe, shall apply to all agreements to which these terms and conditions apply in whole or in part. Parties shall be deemed to have elected domicile at the residence or place of business of Lascentrum Ridderkerk.