

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF KARO BV REGISTERED AND WITH OFFICES IN ZWAAGDIJK

**ARTICLE 1: DEFINITIONS**

- 1.1 In these general terms and conditions of sale and delivery, the following definitions apply:
- a. KaRo: the private company KaRo BV, with its registered office and principal place of business in Zwaagdijk;
  - b. Buyer: the natural or legal person who has instructed KaRo to deliver goods and/or perform work and/or provide services;
  - c. The general terms and conditions: these general terms and conditions of sale and delivery used by KaRo;
  - d. Order and/or agreement: any agreement between KaRo and the Buyer regarding the purchase and sale of goods and/or performance of work and/or services by KaRo, unless the parties have expressly agreed otherwise in writing.

**ARTICLE 2: APPLICABILITY**

- 2.1 These general terms and conditions apply to all offers and order confirmations from KaRo.
- 2.2 KaRo expressly rejects the applicability of any general terms and conditions of the Buyer.
- 2.3 Merely by placing an order and/or taking receipt of the items, goods and/or services delivered by KaRo, the receiving party accepts the general terms and conditions as Buyer, and these are deemed to (tacitly) form part of the agreement without a further written confirmation by KaRo or the Buyer being required for this.
- 2.4 Provisions that deviate from these terms and conditions will only form part of the agreement concluded between the parties if and insofar as the parties have agreed to them expressly in writing.
- 2.5 Any instance where a (part of a) provision in these General Terms and Conditions might not be applicable is without prejudice to the applicability of the remainder of the provisions.

**ARTICLE 3: OFFERS**

- 3.1 All offers from KaRo, in any form whatsoever, are completely without obligation.
- 3.2 Each offer is based on the data, drawings, calculations, specifications and other information provided by the Buyer on the

occasion of the request. KaRo may assume the correctness of this information. All offers and quotations are based on the assumption that KaRo can perform the agreement under normal circumstances and during regular working hours.

- 3.3 Information and advice from KaRo are of a general nature and without obligation. No rights can be derived from this as a result, unless the parties have agreed otherwise in writing.
- 3.4 Drawings, images, designs, calculations and other documents provided by KaRo that relate to the agreement, as well as any intellectual property rights vested therein, remain the property of KaRo and may not be duplicated, multiplied, copied or made available to third parties for inspection or disposal in any way.
- 3.5 KaRo reserves the right, without stating reasons, not to accept purchases or orders or to accept them only on the condition that the shipment takes place cash on delivery or after payment in advance, in which case the Buyer will be informed accordingly.
- 3.6 KaRo has the right to charge the costs associated with the offer or quotation to the Buyer, provided that KaRo has informed the Buyer of these costs in advance in writing.

**ARTICLE 4: AGREEMENT**

- 4.1 Subject to the provisions below, an agreement with KaRo is only concluded after KaRo has accepted or confirmed an order in writing or at the moment that KaRo actually implements the agreement.
- 4.2 The order confirmation is deemed to correctly and completely reflect the content and purport of the agreement.
- 4.3 In the event that the order has not been accepted or confirmed in writing and KaRo nevertheless actually implements the agreement, the parties will regard the invoice as order confirmation, which is also deemed to correctly and completely reflect the content and purport of the agreement.
- 4.4 Any additional agreements or changes made later, as well as (oral) agreements and/or promises made by KaRo employees or by third parties on behalf of KaRo, are only binding for KaRo if these have been confirmed or ratified by KaRo in accordance with the provisions of Article 4.1.
- 4.5 The Buyer is not entitled to transfer or encumber its rights under the agreement to a third party without KaRo's written consent.

- 4.6 If KaRo deems this necessary or desirable for the correct implementation of the agreement, KaRo may engage others for the implementation of the agreement.
- 4.7 The Buyer will ensure that all information that KaRo indicates is necessary, or which the Buyer should reasonably understand to be necessary for the implementation of the agreement, is provided to KaRo in good time. If KaRo has not been provided in a timely manner with the information necessary for the implementation of the agreement, KaRo shall have the right to suspend the execution of the agreement and/or to charge the Buyer for the additional costs resulting from the delay, at the generally accepted rates.
- 4.8 KaRo shall not be liable for damage of any nature whatsoever caused by the fact that KaRo worked on the basis of incorrect and/or incomplete information provided by the Buyer, unless KaRo should have been aware of said incorrectness or incompleteness.
- 4.9 The Buyer ensures at its own expense and risk that:
- a. KaRo's personnel can start their work and are given the opportunity to perform the work during normal working hours and, moreover, outside normal working hours if KaRo deems this necessary. KaRo has the obligation to inform the Buyer of this in a timely manner;
  - b. suitable housing and/or facilities prescribed by labour legislation are available for the personnel of KaRo;
  - c. the access roads to the place of installation are suitable for transport;
  - d. the designated construction site is suitable for storage and assembly;
  - e. the necessary facilities including electricity, heating, lighting etc. are available on site;
  - f. all necessary safety and other precautions have been taken;
  - g. at the start and during assembly, all items are in the right place;
  - h. Buyer provides the necessary assistance in the form of manpower if necessary.
- 4.10 Costs that arise because the conditions set out in this article have not been met or have not been met in time will be borne by the Buyer.
- 4.11 The Buyer shall ensure that the permits, exemptions and similar decisions necessary to carry out the work are obtained in a timely manner.

#### **ARTICLE 5: SAMPLES AND MODELS**

- 5.1 If the Buyer has been shown or given a sample or a model, this shall be considered to have been only an indication, without the object being required to be consistent with specifications unless it has been specifically agreed that the object must indeed be consistent with specifications.
- 5.2 For agreements concerning real property, specifications of the surface area or other dimensions and details shall be understood to be an indication only, without the actual object having to be consistent with these specifications.
- 5.3 Samples, models and examples of the documents shown and/or provided, as well as statements of dimensions, materials and other descriptions in brochures, promotional material and/or on the KaRo website remain the property of the KaRo at all times and must be returned to KaRo at the first request of KaRo, unless the parties have expressly agreed otherwise.

#### **ARTICLE 6. PRICES**

- 6.1 The prices in the above-mentioned offers and quotations are exclusive of VAT and other levies by the government authorities, and of any shipping and packaging costs, unless explicitly stated otherwise.
- 6.2 In the event of an increase in one or more of the cost price factors, KaRo is entitled to increase the prices agreed with the Buyer accordingly, with due observance of any applicable legal regulations.
- 6.3 Article 6.2 also applies to agreements that are delivered or performed by KaRo in parts, insofar as these are parts that had not yet been delivered or performed at the time of the increase in one or more cost factors.
- 6.4 All costs arising from additions and/or changes to an order by or on behalf of the Buyer are entirely for the account of the Buyer.
- 6.5 The agreed price for accepted works does not include (unless expressly confirmed otherwise):
- a. chopping and breaking work;
  - b. the additional help for carrying those parts that cannot be handled by KaRo itself, as well as the hoisting or lifting equipment and hoists required for this;
  - c. taking measures to prevent damage to items present at the work site;
  - d. the extra costs of removal related to the nature of the material to be removed, such as in the case of hazardous building materials and/or

chemical waste and residues and packaging materials that can no longer be used.

#### **ARTICLE 7: DELIVERY TIME**

- 7.1 Specified and agreed delivery times and other times stated by KaRo are approximate and never apply as a strict deadline. There can only be a strict deadline if KaRo determines an exact delivery date in the order confirmation, which is also explicitly indicated as a strict deadline.
- 7.2 The delivery time has been determined in the expectation that KaRo can continue to work as foreseen at the time of the offer and that the necessary materials and items to be obtained from third parties are delivered to KaRo in a timely manner and the work to be performed by third parties on behalf of KaRo is done on time.
- 7.3 If this expectation turns out to be wrong, even if this is the result of circumstances to be foreseen when the agreement was concluded, the delivery time will be extended by as many days as the delay that occurred.
- 7.4 The delivery time will also be extended if the Buyer changes the order after concluding the agreement or otherwise delays its implementation.
- 7.5 If the Buyer is of the opinion that the exceeding of the approximate delivery time set by KaRo must be regarded as unreasonably onerous, the Buyer is obliged to set a reasonable delivery term for KaRo by registered letter.
- 7.6 Exceeding the approximate delivery time determined by KaRo does not entitle the Buyer to delivery from KaRo's stock if a purchase has been made on delivery from a third party.

#### **ARTICLE 8: DELIVERY**

- 8.1 Deliveries may be made either Delivered At Place (freight free for the Buyer), or Ex Works (from the warehouse), or Delivered Duty Paid (by delivery to the Buyer at the Buyer's expense).
- 8.2 The time of delivery to the Buyer is the time at which the goods leave KaRo's factory building/warehouse or after notification to the Buyer that the goods are ready for delivery. At that time, all risks pass to the Buyer.
- 8.3 The Buyer is obliged to take delivery of the goods at the time that KaRo delivers them or has them delivered to the Buyer, or at the time

that the goods are made available to the Buyer pursuant to the agreement.

- 8.4 If it has been agreed that KaRo will handle the transport, the costs thereof will be passed on to the Buyer.
- 8.5 If it has been agreed that KaRo will handle the transport, KaRo is entitled to choose the mode of transport, whereby obstacles or temporary impediments to the chosen mode of transport do not oblige KaRo to choose a different mode, unless otherwise agreed in writing.
- 8.6 KaRo is entitled to deliver in parts (part deliveries), which may be invoiced separately by KaRo and must be paid by the Buyer in accordance with the provisions of Article 11.

#### **ARTICLE 9: STORAGE**

- 9.1 The risk of the goods to be delivered by KaRo transfers to the Buyer at the time of delivery within the meaning of Article 8.2.
- 9.2 If the finished product cannot be transported to the destination immediately or in the agreed call-off period, KaRo is entitled, without notice of default, to store these goods within KaRo or at third parties at the expense and risk of the Buyer, and to demand payment as if the delivery has taken place. In those cases in which the Buyer does not take delivery of the goods within a reasonable period of time after notice of default, KaRo has the right to sell the goods to third parties, in which case the net proceeds will be deducted from the total owed to KaRo.

#### **ARTICLE 10: IMPLEMENTATION OF THE AGREEMENT**

- 10.1 KaRo cannot be obliged to commence with execution of the work and/or the delivery of the goods and/or documents until after all of the information necessary for this is in its possession and KaRo has received any agreed (advance) payment. In the event of delays arising from this, the stated delivery (completion) periods will be readjusted in proportion.
- 10.2 If and insofar as required for the proper execution of the agreement, KaRo shall have the right to have work done by third parties.
- 10.3 If the work or the deliveries cannot take place normally or without interruption due to causes through no fault of the KaRo, the KaRo is entitled to charge the Buyer for the resulting costs.
- 10.4 If KaRo or the third parties engaged by it cannot start the agreed work on the agreed date due to

the Buyer's actions, KaRo is entitled to charge the Buyer for waiting hours and/or the resulting costs.

10.5 If during the implementation of the agreement it appears that it is unenforceable, either due to circumstances unknown to KaRo or due to any force majeure whatsoever, then KaRo will consult with the Buyer about amending the agreement in such a way that the execution of the agreement will be possible. In doing so, KaRo will inform the Buyer of any consequences for the agreed prices or rates and/or the agreed delivery or completion times. All this applies except when execution of the agreement will never be possible as a result of unknown circumstances or force majeure. In that case, KaRo will in any case be entitled to full compensation for the work or deliveries already performed by KaRo.

#### **ARTICLE 11: PAYMENTS**

11.1 Payment must be made within fourteen days of the invoice date or by direct debit. If payment is made by deposit or transfer, the transaction date stated on KaRo's bank/giro statements will be regarded as the day of payment. If the payment is made in cash, a proof of payment will be created and the day on which the cash amount is received will be regarded as the day of payment.

11.2 The Buyer must pay KaRo's invoices in accordance with Article 11.1 without invoking any right of suspension.

11.3 The Buyer must pay KaRo's invoices in accordance with Article 11.1 without discount or set-off.

11.4 If the term referred to in Article 11.1 is exceeded, the Buyer will be in default from the day that term has expired, without any further notice of default being required on the part of KaRo. In such a case, the Buyer owes the statutory commercial interest on the outstanding amount from the date on which payment should have been made, whereby a part of a month is counted as a whole month.

11.5 Payments made by the Buyer always serve first to settle all interest and costs owed in order of the longest outstanding invoices due and payable. This also applies if the Buyer states with the payment that the payment relates to an invoice from a later date.

11.6 In the event of non-payment or late payment, an application for suspension of payments,

bankruptcy or debt restructuring, seizure of the Buyer's goods, liquidation of the Buyer's company and/or an apparent reduced creditworthiness of the Buyer, KaRo will be entitled to dissolve all contracts still in progress, or parts thereof, which are still to be performed at that time, by means of an extrajudicial statement, without any judicial intervention being required and without prejudice to its right to claim damage compensation in this regard.

11.7 In the cases referred to in the preamble of the previous paragraph of this article, any claim that KaRo may have against the Buyer is immediately due and payable in full.

11.8 KaRo is entitled upon or after entering into the agreement, before (further) performance, to require security from the Buyer to ensure that both payment and other obligations will be met.

#### **ARTICLE 12: RETENTION OF OWNERSHIP**

12.1 Ownership of all goods delivered or to be delivered remains with KaRo and is only transferred when the Buyer has paid the price and any applicable interest, costs, fines and damages with regard to the goods delivered, including previous and subsequent deliveries, including the work performed or to be performed by KaRo for the benefit of the Buyer.

12.2 As long as the Buyer has not paid the claims referred to in Article 11.1, the Buyer is not entitled to transfer the ownership of delivered goods or to encumber them, except within the framework of its normal business operations.

12.3 If the goods subject to retention of title are not stored with the Buyer, but with a third party, the Buyer shall inform this third party of the retention of title and inform that third party that it holds it on behalf of KaRo to that extent, without any obligation on the part of KaRo to pay storage or other costs.

12.4 The Buyer is obliged to properly insure the goods of which KaRo is (still) the owner against fire and theft. Claims under the insurance contract must be transferred unconditionally by the Buyer to KaRo on first request.

12.5 KaRo has the right either to take possession of the goods or to keep them until the Buyer has paid the amount owed, including costs, interest and/or damage compensation, or to sell the goods to third parties, in which case the net

proceeds will be deducted from the total amount owed to KaRo.

12.6 If the Buyer fails to fulfil its payment obligations towards KaRo or if KaRo has good reason to fear that the Buyer will fail in those obligations, KaRo is entitled to take back the goods delivered subject to retention of title without notice of default being required. The Buyer now authorizes KaRo in that case to enter the place where these items are located and to actually take these items back. After recovery, the Buyer will be credited for the purchase price, which will in no case be higher than the original price agreed to, reduced by the costs incurred in the recovery.

### **ARTICLE 13: WARRANTY**

13.1 The goods and services supplied by KaRo must comply with the agreement.

13.2 This warranty is always limited to manufacturing faults and therefore does not include damage as a result of improper, careless or incompetent use/maintenance or non-compliance with the operating instructions or maintenance instructions by the Buyer or a third party.

13.3 In the event that KaRo has purchased goods delivered from third parties with a guarantee, KaRo will apply the warranty provisions established by these third parties towards the Buyer.

13.4 Unless expressly agreed otherwise in writing, KaRo is exclusively obliged to fulfil the warranty obligations referred to in Article 13.2 within the Netherlands.

### **ARTICLE 14: LIABILITY**

14.1 If KaRo is liable for direct damage - due to any cause whatsoever - to movable or immovable property, to goods or persons, all this as a result of or in the broadest sense related to goods and/or services supplied by KaRo, these are limited to a maximum of twice the amount charged by KaRo in this regard.

14.2 KaRo is not liable for indirect damage, such as consequential damage, trading loss and damage in connection with a recall, caused by whatever cause, to movable or immovable property, to goods or to persons, all this as a result of or in the broadest sense meaning related to the goods and/or services delivered by KaRo.

14.3 If no successful appeal is possible to the limitation of liability referred to in paragraph 1

and/or 2, KaRo's liability is in any case limited to the payment that takes place under KaRo's insurance against such liability. In cases in which KaRo is held liable by third parties for damage caused by goods manufactured and/or delivered by KaRo to the Buyer, the Buyer will unconditionally indemnify KaRo in those cases in which KaRo is not (any longer) liable towards the Buyer, either on the basis of these conditions or otherwise.

14.4 KaRo is not liable for damage to third parties that is caused by violation of patents, copyrights and/or other intellectual property rights through the use of drawings, materials or parts, or through the application of methods provided or prescribed to KaRo by or on behalf of the Buyer. The Buyer is obliged to indemnify KaRo against these claims.

14.5 The limitations of liability referred to in this article do not apply if the damage is the result of intent or gross negligence on the part of KaRo.

14.6 The Buyer loses all rights vis-à-vis KaRo, is liable for all damage and indemnifies KaRo against any claim by third parties with regard to compensation if and insofar as:

- a. The aforementioned damage is caused by incompetent use and/or improper storage (storage) of the delivered goods by the Buyer and/or with instructions, advice or directions for use from KaRo;
- b. The aforementioned damage is caused by errors, omissions or inaccuracies in data, materials, information carriers etc. provided and/or prescribed by or on behalf of the Buyer;
- c. The aforementioned damage is caused by instructions from or on behalf of the Buyer to KaRo;
- d. The aforementioned damage has arisen because the Buyer itself or a third party has performed repairs or other operations or work on the delivered goods on the instructions of the Buyer, without the prior written permission of the KaRo.

### **ARTICLE 15: COMPLAINTS**

15.1 With regard to visible defects, complaints must be submitted in writing to KaRo no later than 21 days after delivery, at the address stated on the invoice. The Buyer must indicate in writing what the defect is and when and how the defect was discovered.

15.2 Complaints regarding hidden defects must also be submitted in writing to KaRo, at the postal

address as stated on the invoice, and no later than 21 days after such a defect has become apparent or should reasonably have become apparent, on the understanding that complaints are no longer possible after six months after delivery. The Buyer must indicate in writing what the defect is and when and how the defect was discovered.

15.3 Complaints about invoices must be submitted to KaRo in writing within 14 days of the invoice date.

15.4 If the Buyer makes a timely complaint, this does not suspend its payment obligations. In that case, the Buyer also remains obliged to purchase and pay for the other goods ordered and for that which it has instructed KaRo.

15.5 Return shipments are only accepted and received after written approval by KaRo's sales department and must always be completed freight free for KaRo. In case of return shipment, the date and number of the order, on which the original delivery took place, and the invoice date and number, on which the goods are stated, must always be stated.

15.6 The Buyer will not be able to submit complaints with regard to items that the Buyer has changed or processed.

15.7 If a complaint is not submitted in writing in time, the Buyer will lose the right to complain.

15.8 If a complaint appears to be unfounded, the related costs incurred, including the investigation costs incurred by KaRo as a result, will be charged in full to the Buyer.

#### **ARTICLE 16: FORCE MAJEURE**

16.1 Force majeure within the meaning of this article is understood to mean circumstances that prevent the fulfilment of the agreement by KaRo and that cannot be attributed to KaRo.

16.2 Force majeure as referred to in the previous paragraph also includes international conflicts, violent or armed conflicts, measures taken by any domestic, foreign or international government, boycotts, industrial disturbances at third parties or among our own personnel, disruptions in the electricity supply, in communication links or in other equipment or KaRo's software. If such a circumstance arises, KaRo will take those measures that can reasonably be expected of it to limit the damage suffered by the Buyer.

16.3 During force majeure, the delivery and other obligations of KaRo are suspended. If the period in which the fulfilment of the obligations by

KaRo is not possible due to force majeure lasts longer than two months, both parties are entitled to dissolve the agreement without judicial intervention, without in that case an obligation to compensate damage and costs arising.

16.4 If KaRo has already partially fulfilled its obligations at the onset of the force majeure or can only partly fulfil its obligations, KaRo is entitled to invoice the already delivered or the deliverable part separately and the Buyer is obliged to pay this invoice as if it concerns a separate agreement.

#### **ARTICLE 17: SUSPENSION AND DISSOLUTION**

17.1 KaRo shall be authorized to suspend the fulfilment of the obligations under the agreement or to dissolve the agreement, if:

- the Buyer does not fulfil its obligations under the agreement, or does not fulfil them on time or in full;
- circumstances that have come to KaRo's knowledge after the conclusion of the agreement give KaRo good reason to fear that the Buyer will not fulfil its obligations or will not do so on time or in full. If there is good reason to fear that the Buyer will only partially or improperly fulfil its obligations, suspension is only permitted to the extent that the shortcoming justifies this;
- when the agreement was concluded, the Buyer was requested to provide security for the fulfilment of the obligations under the agreement, and this security is not provided or is insufficient.

17.2 KaRo shall furthermore be authorized to dissolve the agreement (or to have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be expected in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer reasonably be expected.

17.3 If the Agreement is dissolved, the claims of KaRo on the Buyer become immediately due and payable. If KaRo suspends the fulfilment of the obligations, it will retain its rights under the law and pursuant to the agreement.

17.4 KaRo always reserves the right to claim compensation.

## **ARTICLE 18: CANCELLATION**

- 18.1 If the Buyer wishes to cancel after an agreement has been concluded and before the execution of the agreement has started, 30% of the order price will be charged as cancellation costs, without prejudice to KaRo's right to full damage compensation, including lost profit. If cancellation takes place in the period from 10 days to the day of delivery, 50% of the order price will be charged as cancellation costs. In case of cancellation within 24 hours before the start of the contract, the full contract price will be charged.
- 18.2 If, in the event of cancellation, the Buyer refuses to take delivery of the items already purchased and/or produced by KaRo especially for the Buyer, whether or not changed or processed, the Buyer is also obliged to purchase these items and pay the sales price to KaRo.
- 18.3 If an item is (temporarily) unavailable, the Buyer will receive notification from KaRo no later than one month after receipt of the order. In that case, the Buyer may cancel the purchase free of charge.
- 18.4 If the Buyer has already paid for the item to KaRo, the Buyer will be reimbursed or set off will occur.
- 18.5 Cancellation must be made known in writing.

## **ARTICLE 19: FINAL PROVISIONS**

- 19.1 The inscriptions applied to the movable property are for clarification purposes only and can play no role in the interpretation of these general terms and conditions.
- 19.2 If KaRo in any case does not invoke any provision of the general terms and conditions, or deviates therefrom, this does not mean that it will no longer be able to invoke these general terms and conditions in later cases.
- 19.3 Dutch law is exclusively applicable to all offers, agreements and the implementation thereof, to which these general terms and conditions apply in whole or in part.
- 19.4 The provisions of the Vienna Sales Convention are not applicable, nor are any other existing or future regulations regarding the purchase of movable tangible property whose effect may be excluded by the parties.
- 19.5 All disputes arising from the agreement concluded between the parties, including the mere collection of the amount owed, will be

brought before the civil court, competent in the place of business of KaRo, insofar as the law permits this.

- 19.6 If these general terms and conditions are drawn up in a language other than Dutch, the text of the version in the Dutch language is binding.
- 19.7 Amendments and additions to these general terms and conditions will be filed with the registry of the district court in Alkmaar. In the event that KaRo sends them to the Buyer, these amendments and additions will be binding on KaRo and the Buyer with effect from the thirtieth day after the date of sending.

Filed with the Kamer van Koophandel, under Kamer van Koophandel number 36040366.