

**GENERAL DELIVERY AND PAYMENT CONDITIONS BAZELMANS AVR  
VELDHOVEN B.V., DE RUN 4545, 5503 LT VELDHOVEN, CHAMBER OF  
COMMERCE REGISTRATION NUMBER: 17113502**

**GENERAL SECTION**

**ARTICLE 1: APPLICABILITY GENERAL CONDITIONS**

- 1.1. These general conditions apply to all offers and to all contracts of purchase and sale, rental agreements and to all contracts for the performance of activities by Bazelmans AVR Veldhoven B.V., hereinafter referred to as “Bazelmans AVR”.
- 1.2. The client or the buyer or the lessee will be referred to hereinafter as “the other party”. The applicability of the general conditions applied by the other party is hereby expressly rejected.
- 1.3. Deviations from the present general conditions do not apply until after they have been confirmed in writing by the board of Bazelmans AVR.
- 1.4. In the event any provision of these general conditions is rendered inoperative by the courts, the parties commit that they will consult and negotiate further concerning the content of the relevant stipulation in which connection the purpose and purport of the stipulation that was rendered inoperative is observed as much as possible. The other provisions continue to apply in full.
- 1.5. Bazelmans AVR has the right to make changes to these general conditions. These changes will enter into effect at a time announced by Bazelmans AVR. Bazelmans AVR will send the altered conditions to the other party as soon as possible.

**ARTICLE 2: OFFERS**

- 2.1. All offers made by or on behalf of Bazelmans AVR are without obligation. Bazelmans AVR always has the right to revoke its offers unless it is stated expressly that the offer is irrevocable.
- 2.2. The descriptions and specifications that form part of the offer are all based on the information that is known to Bazelmans AVR. Minor deviations therefrom are possible and must be accepted by the other party.

**ARTICLE 3: FORMATION OF CONTRACTS**

- 3.1. A contract is formed following written confirmation by Bazelmans AVR of the assignment that was issued. Contracts concluded by Bazelmans AVR employees do not become binding until after they have been confirmed in writing by the board of Bazelmans AVR.

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#### **ARTICLE 4: DELIVERY TIMES, DELIVERY AND RISK**

- 4.1. Bazelmans AVR states delivery times as accurately as possible. Delivery times are never considered to be strict deadlines. They apply merely as an indication. Bazelmans AVR endeavours to delivery within the time it has indicated, unless agreed otherwise in writing.
- 4.2. The other party is not entitled to any compensation of any kind in case the agreed delivery time is exceeded, unless such has been agreed expressly or in the event the fact that the delivery time was exceeded is the direct and immediate result of gross negligence or intent on the part of Bazelmans AVR.
- 4.3. Delivery takes place ex works, unless agreed otherwise.
- 4.4. The risk concerning the goods delivered is for the account of the other party as from the moment the goods have left the Bazelmans AVR building and/or warehouse.
- 4.5. Transport of the goods ordered takes place for the account and risk of the other party, unless expressly agreed otherwise. The other party must ensure that the goods are insured transport. The goods will be transported uninsured if the other party does not arrange for sound insurance.

#### **ARTICLE 4: PRICES**

- 4.1. All quotations are provided subject to price changes. If the prices increase in the period between the formation of the assignment and the day of the performance of the assignment, as a result of causes that are beyond the control of Bazelmans AVR, Bazelmans AVR reserves the right to charge these price increases on to the other party.

#### **ARTICLE 5: ENGAGING THIRD PARTIES**

- 5.1 If and insofar as required for sound performance of the assignment, Bazelmans AVR has the right to engage third parties for the performance of the assignment.

#### **ARTICLE 6: RETENTION OF TITLE**

- 6.1 Bazelmans AVR retains title to the goods delivered and to be delivered until the moment at which the other party has complied with its payment obligations towards Bazelmans AVR. The payment obligations consist of payment of the purchase price, increased by the claims in connection with activities performed in relation to that delivery, as well as claims in connection with any compensation related to a failure to comply with the obligations on the part of the other party.
- 6.2 If the other party fails to comply with its obligations under the contract towards Bazelmans AVR, Bazelmans AVR will have the right to collect its property or have it collected from the place where it is located for the account of the other party. The other party is obliged to cooperate in the above. The other party authorises Bazelmans AVR irrevocably to enter or have entered the areas used by it or on its behalf.

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- 6.3 The other party is not allowed to pledge the goods delivered or grant a third party any security right or right of use in respect thereof for as long as ownership of those goods has not passed from Bazelmans AVR to the other party.
- 6.4 The other party is obliged to insure and keep insured the goods delivered subject to retention of title for the period the retention of title continues.

#### **ARTICLE 7: FORCE MAJEURE**

- 7.1 In the event Bazelmans AVR is prevented from complying with all or part of the contract or from complying on time as a result of force majeure, Bazelmans AVR will have the right to cancel the contract insofar as it has not yet been performed or suspend it temporarily, without being obliged to pay the other party any compensation
- 7.2 Force majeure includes in any event: all involuntary breakdowns or obstructions as a result of which the performance of the contract becomes onerous, such as storms, floods and other natural disasters, obstructions caused by third parties, strikes and disturbances, riots, war or the threat of war, loss of damage to materials, employee illness, delayed delivery of goods and materials ordered by Bazelmans AVR, transport difficulties, machine and other breakdowns that occur through no fault of Bazelmans AVR in its products and other similar incidents.

#### **ARTICLE 8: PAYMENT CONDITIONS**

- 8.1 Invoices must have been paid at most thirty days after the invoice date, unless agreed otherwise in writing. Payment must take place without setoff, discount and/or suspension.
- 8.2 In the event an invoice has not been paid in full after the term referred to in paragraph 1 has expired, the other party will owe Bazelmans AVR, without such requiring any notice of default, interest amounting to 1.5% of the amount due for each month full payment is not made. Parts of a month are counted as a full month.
- 8.3 All possible costs, both judicial and extrajudicial costs, including collection costs, bailiff's costs, including lawyer's fees, incurred for the collection of outstanding items are for the account of the other party. These extrajudicial costs amount at least to 15% of the invoice amount, subject to a minimum of €250.
- 8.4 In the event the other party does not pay on time, Bazelmans AVR will have the right to dissolve the agreement with or without a claim for compensation. Furthermore, if the other party failed to comply with its payment obligations on time, Bazelmans AVR will have the right to suspend compliance with the obligations assumed towards the other party for delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same.

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#### **ARTICLE 9: COMPLAINTS**

- 9.1 The other party is required to inspect the goods delivered by Bazelmans AVR immediately after receiving them and check them for visible defects. Any deviations from the agreed quantity and/or properties of the goods and any transport damage, as well as other visible defects, must be reported in writing by the other party to Bazelmans AVR within eight working days after delivery, such subject to forfeiture of rights to claim performance, dissolution, annulment and/or compensation.
- 9.2 In case of invisible defects in the goods delivered at the time of delivery the other party will be obliged to notify the other party thereof in writing within five days after the defect was discovered by the other party or could have been discovered, while stating the nature and the number of defects or shortcomings, subject to forfeiture of rights to claim performance, dissolution, annulment and/or compensation.

#### **ARTICLE 10: LIABILITY**

- 10.1 Liability on the part of Bazelmans AVR for direct and indirect losses is excluded in all cases with the exception of intent or deliberate recklessness on the part of Bazelmans AVR.
- 10.2 Without prejudice to the provisions of the previous paragraph of this article, liability on the part of Bazelmans AVR on any basis whatsoever is limited in any event to the invoice amount of the goods delivered and/or rented or the activities performed.
- 10.3 Without prejudice to the provisions of the previous paragraphs of this article, liability on the part of Bazelmans AVR is limited at all times to the amount paid out by Bazelmans AVR's insurer, to be increased by the excess payable by Bazelmans AVR, such per incident.
- 10.4 All legal claims on the part of the other party towards Bazelmans AVR arising from (an attributable or non-attributable) failure or unlawful act on the part of Bazelmans AVR towards the other party on any other legal basis whatsoever, lapse as a result of the expiry of twelve months after the other party complained to Bazelmans AVR for the first time.

#### **ARTICLE 11: SUSPENSION AND DISSOLUTION**

- 11.1 If the other party fails to comply with one or more of its obligations or fails to do so properly or on time, all obligations on the part of Bazelmans AVR, assumed towards the other party on any basis whatsoever, will be suspended until the relevant obligations have been complied with in full as yet by the other party.
- 11.2 Bazelmans AVR has the right to dissolve the contract with the other party with immediate effect and without notice of default (in whole or in part) in case:
- of a failure on the part of the other party to comply with one of its obligations that constitutes an essential shortcoming;
  - in case of (a petition for) bankruptcy, suspension of payment, statutory debt management or liquidation of the other party;
  - attachment in execution is levied against any asset of the other party.

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- 11.3 In case of dissolution of the contract concluded with the other party, all amounts the other party owes to Bazelmans AVR will become immediately due and payable, without prejudice to Bazelmans AVR's right to compensation in full.
- 11.4 If the other party cancels a contract, which cancellation is accepted by Bazelmans AVR, the other party will owe Bazelmans AVR 25% of the price agreed in the contract. In case cancellation of the contract takes place within seven days before the moment at which the contract was to take place, the other party will owe 50% of the price agreed in the contract. In case cancellation of the contract takes place twenty-four hours before the moment at which the contract was to take place, the other party will owe 100% of the price agreed in the contract. In addition, the other party owes an amount equal to the costs incurred by Bazelmans AVR up to the moment of cancellation.

#### **ARTICLE 12: APPLICABLE LAW AND DISPUTE SETTLEMENT**

- 12.1 All offers, orders, contracts and/or other obligations to which these general conditions apply and all disputes that arise therefrom are governed by Dutch law.
- 12.2 Any disputes between Bazelmans AVR and the other party will be settled exclusively by the 's-Hertogenbosch District Court, such with due observance of the jurisdiction of the Subdistrict Sector.

#### **SPECIAL SECTION**

#### **ARTICLE 13: RENTAL AGREEMENTS**

- 13.1 In addition to the matters already set out above in the general section, this article applies to all rental agreements concluded between Bazelmans AVR and the other party. In case provisions of the present article deviate from the articles in the general section, the matters included in this provision will apply.
- 13.2 The other party must ensure that Bazelmans AVR is able to comply with the agreements made in the rental agreement at the agreed time and at the agreed place. This means among other things that the other party must ensure that Bazelmans AVR has access to the location where the activities that are to be carried out within the context of the contract and that Bazelmans AVR is enabled to collect the rented property at the agreed time. This location must be free from obstacles and the like that could obstruct Bazelmans AVR's performance of the activities.
- 13.3 The other party must ensure that sufficient power facilities are present in the location where the rented property is to be delivered and placed.
- 13.4 In the event Bazelmans AVR is not afforded the opportunity to perform the contract at the agreed time and at the agreed place, or if the location fails to comply with the requirements to imposed thereon (including the presence of sufficient power facilities), the other party will be in default without requiring a notice of default. If this is the case, Bazelmans AVR will have the right to dissolve the contract with immediate effect, in which connection the other party is obliged to compensate the full loss sustained by Bazelmans AVR. The loss consists in any event of the full invoice amount.

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- 13.5 The other party must arrange for adequate insurance concerning risks that may arise from the contract, in which connection both material damage and personal injury must be insured. The other party indemnifies Bazelmans AVR expressly against claims from third parties related to the performance of the contract and in connection with the activities performed within the context of the contract.
- 13.6 The other party is required to check the rented property for defects after receipt. Any defects must be reported to Bazelmans AVR in writing within 24 hours after receipt. In the event no defects are reported to Bazelmans AVR within the aforementioned term of 24 hours, the rented property will be deemed to have been received free from defects.
- 13.7 The other party is obliged to care for the rented property with due care during the rental period. The other party is not allowed to make any alterations, including repairs, without the approval of Bazelmans AVR.
- 13.8 Bazelmans AVR has the right to check the rented property and the manner in which the rented property is used during the rental period.
- 13.9 The other party is obliged to return the rented property on time or to enable Bazelmans AVR to retrieve the rented property on time. In case the rental period is exceeded, the other party will owe a compensation without further notice of default on the basis of the agreed current price, increased by an immediately due and payable penalty equal to twice the current price, such without prejudice to Bazelmans AVR's right to claim full compensation from it.
- 13.10 The rental prices are based on payment within 30 days unless agreed otherwise, excluding operation, transport, setup and connection of equipment, and excluding VAT, at the address of Bazelmans AVR.
- 13.11 Bazelmans AVR is not liable towards the other party or towards third parties for losses caused by the use of the rented property by the other party itself, employees or third parties engaged, unless the loss is the result of intent or deliberate recklessness on the part of Bazelmans AVR.
- 13.12 The other party indemnifies Bazelmans AVR against claims from third parties, which claims arise from the use of the rented property.
- 13.13 Bazelmans AVR is not liable for losses resulting from standstill, breakdowns or inadequate operation of the rented property or part thereof, unless the loss is the result of intent or deliberate recklessness on the part of Bazelmans AVR.
- 13.14 The other party is liable for all damage to and/or loss of the rented property, which occurs during the rental period, resulting from any cause whatsoever. In case of damage and/or loss, the other party owes Bazelmans AVR an amount equal to the new value of the rented property or, at any rate, of a similar product.

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13.15 The other party is obliged to insure the rented property during the term of the rental agreement against damage, loss and destruction of the rented property.

13.16 In case of loss, damage or any defect in the rented property, the client will inform Bazelmans AVR thereof immediately.

13.17 The rented property remains the property of Bazelmans AVR at all times. The other party is not allowed to rent out the rented property or to surrender it to third parties otherwise.

13.18 If the rental agreement is cancelled by the other party for any reason whatsoever within seven days before the start of the rental agreement, the other party will owe 50% of the payable rent despite the cancellation. The other party will owe 100% of the rent in case cancellation takes place within twenty-four hours before the start of the rental agreement.

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