

# GENERAL TERMS AND CONDITIONS OF LAYHER N.V.

## Article 1 Definitions

In these general terms and conditions the stated terms will have the following meaning:

**Layher:** Layher N.V. ;

**contracting party:** the party with which Layher contracts;

**items:** all goods delivered or to be delivered by Layher pursuant to the agreement, or any services performed, including advice given;

**offer:** the offer made by Layher;

**agreement:** every agreement concerning the sale and delivery of items, each addition or change with regard thereto, as well as all legal acts for the preparation and performance of the agreement.

## Article 2 Applicability

1. The general terms and conditions apply to every offer made to the contracting party and every agreement between the parties.
2. Layher rejects the applicability of general terms and conditions of the contracting party.

## Article 3 Formation of the agreement

1. All offers and quotations of Layher will always be without obligation and Layher may revoke these at any time.
2. If an order is given without a request for a quotation being made, Layher will carry out this order at a gross catalogue price, as stated in the Layher price list.
3. Data or information contained in the images, catalogues, technical drawings, recommendations, etc. provided by Layher will explicitly not be binding on Layher.

## Article 4 Delivery

1. The delivery period stated by Layher is indicative.
2. Delivery will always take place ex Layher's warehouse, unless agreed otherwise in writing. If Layher takes care of transport, this will also take place at the contracting party's expense and risk.

## Article 5 Prices and payment

1. Prices are expressed in euros and exclude VAT, levies/surcharges, packaging/wrapping and transport costs.
2. In the event of an increase of the gross catalogue price according to the Layher price list after the date of the offer but before the delivery, Layher will be entitled to adjust the price accordingly.
3. Discounts will be given subject to full compliance by the contracting party within the specified time.
4. Payment must be made within 30 days after the invoice date, unless agreed otherwise.
5. The contracting party will not be allowed to transfer or pledge its rights under an agreement with Layher to third parties.
6. Layher has a right of retention in respect of all that which it retains in connection with the agreement and the performance thereof with respect to anyone requiring surrender thereof.

## Article 6 Retention of title

1. Without prejudice to the actual delivery, the ownership of the items does not pass to the contracting party until it has satisfied all claims of Layher with respect to the consideration for the items delivered or to be delivered by Layher to the contracting party pursuant to the agreement, or any similar agreement, or for the work performed or to be performed for the contracting party pursuant to an agreement to that effect, as well as with respect to the claims on account of failure to fulfil such agreements. Until the ownership has passed, the contracting party must keep the items in such a manner that these are identifiable at all times.
2. As security for payment of claims resulting from agreements other than referred to above Layher will be authorised to register this right of pledge.
3. The contracting party will not be allowed to dispose of, pledge, retain, process or have items at its disposal in any way whatsoever as long as these are still the property of Layher or as long as a non-possessory pledge is vested in them.
4. If the contracting party does not fulfil its obligations under the agreement or otherwise or if there is a reasonable fear that it will not do so, Layher will be entitled to remove or cause the removal of the items already delivered subject to the retention of title as referred to in this article from the contracting party or third parties that keep the items for the contracting

party. The contracting party will be obliged to render all necessary cooperation in this respect.

5. The contracting party undertakes to insure and keep insured the items delivered subject to retention of title against fire, explosion damage, water damage and theft and to allow inspection of the insurance policy on demand by Layher.

## Article 7 Rental

1. It is possible to rent items. A separate rental agreement will be drawn up for that purpose. Such rental agreement will provide for all conditions in that respect.
2. A rental agreement drawn up applies to all current and future rental deliveries.

## Article 8 Complaints

1. At the risk of forfeiture of its right to complain, the contracting party must report to Layher immediately after delivery any complaints connected to visible inaccuracies in the quantity and/or items to be delivered. All other complaints must be submitted in writing and be in the possession of Layher within two weeks after the contracting party discovers or could have discovered any inaccuracies. Layher will not deal with complaints received one year after delivery.
2. At the risk of forfeiture of its right to complain, the contracting party must follow in full and within the specified time all directions and/or instructions provided by Layher with respect to the items.
3. The contracting party may not use the delivered items for any purpose other than the one designated in this agreement, failing which the contracting party loses all of its claims against Layher.
4. Complaints may not be filed with respect to deviations that are the result of external causes and/or any actions or omissions by the contracting party or third parties.
5. Items delivered may only be returned after Layher has given its written consent. Return consignments will be at the expense and risk of the contracting party.

## Article 9 Liability

1. Layher will not be liable for damage or loss caused by the items delivered by Layher to the contracting party or third parties, except in case of intent or deliberate recklessness on the part of Layher.
2. Layher's liability will be limited to the maximum sum paid out by the insurer. If the loss is not covered by any insurance, such liability will be limited to the invoice amount.
3. Layher will not be liable for indirect damage or loss, including, but not limited to, consequential loss, loss of profits, lost savings and damage or loss caused by business interruptions.
4. The contracting party indemnifies Layher against all claims from third parties on account of the loss suffered by them that was caused by the items delivered by Layher if such loss was the result of a cause for which Layher cannot be blamed.

## Article 10 Overdue payment

1. As soon as the contracting party is in default with respect to its payment obligations, it will be obliged to pay Layher the statutory interest - in which respect part of a month will be regarded as a full month - on the total amount due, without the need for Layher to explicitly lay claim to that interest payment.
2. If Layher is forced to take collection measures, the contracting party will be obliged to compensate the internal costs incurred by Layher. Layher is deemed to be forced to take collection measures if the contracting party is in default of its payment obligations towards Layher for more than 30 days. Layher's internal costs are set at 5% of the invoice amount. The parties undertake that they will not demand moderation or an increase of these internal costs at law.
3. If Layher must pass on for collection a claim arising from an agreement, all judicial and extrajudicial costs associated with the collection of that claim will be payable by the contracting party. These costs are set by the lawyer and/or bailiff and/or collection agency engaged by Layher for collection. Their invoices will be binding. The parties undertake that they will not demand moderation or an increase of these costs at law.

## Article 11 Disputes and applicable law

1. Dutch law applies to all agreements between the parties. The applicability of the Vienna Sales Convention is explicitly excluded.
2. Any disputes will be settled by the competent court in the district.
3. In case of dispute the original Dutch text of the General Terms and Conditions is leading.