

Article 1. Definitions

In these general conditions of sale and delivery, the following terms are defined as follows, unless something else has been indicated explicitly:

- 1.1 **Rotec:** the private company with limited liability Rotec B.V. and/or (legal) persons affiliated with it;
- 1.2 **Buyer:** Rotec's other party;
- 1.3 **Agreement:** any agreement between Rotec and the Buyer;
- 1.4 **Conditions:** these general conditions of sale and delivery.

Article 2. General

- 2.1. The provisions of the Conditions apply to any offer, quotation, agreement and to any other legal relationship between Rotec and the Buyer, in so far as the Conditions have not been deviated from by the parties explicitly and in writing.
- 2.2. The applicability of (general) conditions of the Buyer is explicitly excluded.
- 2.3. If Rotec concludes agreements with the Buyer more than once, the Conditions will always apply to all following (partial) agreements on the subject, irrespective of whether they have been declared applicable explicitly or not. In those cases Rotec need not hand over the Conditions again each time and the Buyer is deemed to have taken note of the Conditions.
- 2.4. If the contents of the Agreement deviate from the Conditions, the contents of the Agreement will prevail.

Article 3. Offers, quotations and agreements

- 3.1. All Rotec's offers or quotations, in any shape whatsoever, will be without engagement, unless a period for acceptance has been stated in the acceptance.
- 3.2. If in Rotec's opinion the acceptance deviates from the offer made in the quotation, Rotec will not be bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance unless Rotec has agreed to this explicitly and in writing.
- 3.3. Offers or quotations do not apply to follow-up orders.
- 3.4. No rights can be derived from the descriptions of the goods or services on the website of Rotec, its supplier or in a catalogue. Rotec will never be liable for any inaccuracies in these descriptions.

Article 4. Delivery

- 4.1. The transport of the delivery will be at the Buyer's expense and risk, unless something else has been agreed in writing.
- 4.2. If Rotec has stated a time of delivery or period for execution, it will be indicative. A term for delivery will therefore never be a deadline. In the event of transgression of this period, the Buyer must hold Rotec in default in writing.
- 4.3. If in the event of transport for Rotec's account any instances of damage and/or defects - that can be observed at the time of delivery of the goods - are not recorded immediately on the waybill or the delivery document, Rotec will not be liable for those instances of damage and/or defects to be reported later.
- 4.4. Transgression of the time of delivery or period of execution will not entitle the Buyer to compensation or dissolution. The Buyer will indemnify Rotec for possible claims of third parties as a result of transgression of the time of delivery or period of execution.
- 4.5. Rotec is entitled to deliver the products in instalments, unless this has been deviated from by Agreement. Rotec is entitled to invoice a partial delivery separately.
- 4.6. The waybill that has been added to the delivery of the goods is deemed to represent the delivered quantity correctly, unless the Buyer reports his objections to Rotec in writing within two (2) days after delivery. In that case the Buyer will not be entitled to a suspension.

Article 5. Obligation to complain

- 5.1. The Buyer is obliged to (have others) examine the delivered goods at the time of delivery. On that occasion the Buyer must

examine whether the quality and quantity of the delivered goods correspond with the matters agreed.

- 5.2. Visible and non-visible - but easily observed - defects must be recorded immediately on the waybill or the delivery document and made known to Rotec in writing.
- 5.3. The Buyer cannot rely anymore on a visible - and not easily observed - defect in the performance if he has not complained about this in writing to Rotec within fourteen (14) days after he discovered or should reasonably have discovered the defect. The Buyer must describe the complaint clearly and accurately.
- 5.4. If a complaint or objection is made in good time, and this is well-founded in Rotec's view, Rotec will remedy the deficits or defects within a reasonable period or replace the goods delivered. Complaints or objections will not suspend the obligation of payment and other obligations on the strength of the Agreement.
- 5.5. Rotec must always be given an opportunity to investigate the complaint.
- 5.6. If the products have been modified or processed after delivery, any right to complain or object will lapse.

Article 6. Increase in price

- 6.1. Rotec is entitled to pass on to the Buyer any increase of cost-price determining factors - such as for instance social charges, turnover tax, exchange rates, wages, the prices of transport, raw materials, semi-manufactures or packaging material, et cetera - that have occurred after conclusion of the Agreement, irrespective of whether the cost price increase was foreseeable.

Article 7. Payment

- 7.1. Payment must be made within 30 days after the invoice date in a manner to be indicated by Rotec in the currency in which it has been invoiced, unless another term of payment has been provided in the Agreement.
- 7.2. In the event of liquidation, (a petition for) bankruptcy, attachment or (provisional) suspension of payments of the Buyer, Rotec's claims on the Buyer will be payable immediately.
- 7.3. Rotec is entitled - in the absence of timely payment by the Buyer - to dissolve the Agreement without further notice of default or judicial intervention by means of a written statement or to suspend its obligations from the Agreement until the payment has been made as yet..
- 7.4. If the Buyer fails to make the payment within the period of 30 days, the Buyer will be in default by operation of the law. The Buyer will then owe the statutory commercial interest on the strength of section 6:119a of the Civil Code.
- 7.5. If the Buyer has not yet (fully) fulfilled any obligation resting on it in respect of Rotec or, if Rotec has a well-founded fear that the Buyer will not fulfil its obligations punctually, Rotec will be empowered and the Buyer will be obliged to provide the form of security desired by Rotec for fulfilment, including the pledging of goods.
- 7.6. The Buyer's right to set off (counter)claims on Rotec or to suspend the fulfilment of obligations is excluded. This also applies if the Buyer applies for (provisional) suspension of payments or is declared bankrupt.

Article 8. Retention of ownership

- 8.1. All goods sold and/or delivered by Rotec to the Buyer will remain Rotec's property until the Buyer has fully and correctly fulfilled all its obligations to Rotec.
- 8.2. In the event that Rotec wishes to exercise its proprietary rights designated in this article, the Buyer even now grants unconditional and irrevocable permission to Rotec or third parties to be designated by it, to enter all places where Rotec's property is (possibly) present in order to take back those goods.

Article 9. Liability

- 9.1. Rotec is not liable for damage - of any nature whatsoever - because it proceeded on the basis of data supplied by the Buyer.
- 9.2. Rotec is not liable for damage that follows from advice given by Rotec .

- 9.3. Rotec is not obliged to compensate damage as a result of improperly performed processing of the goods by the Buyer or a third party.
- 9.4. In the event that Rotec is liable for the damage suffered by the Buyer, its obligation to compensate damage will be limited to, at most, the invoice value of the delivery on which the damage-causing event is based. In all cases Rotec's liability is limited to an amount of €25,000.00, which amount includes the claim on annulment of the Agreement.
- 9.5. The Buyer indemnifies Rotec for all claims of third parties because of product liability as a result of a defect in a product that has been delivered by Rotec to the Buyer.
- 9.6. Rotec will never be liable to the Buyer for damage that is the result of any infringement of an intellectual property right of a third-party by the goods.
- 9.7. Any damage claims must be reported in writing to Rotec - on pain of forfeiture - immediately but at the latest within five (5) working days after occurrence of the damage.
- 9.8. The Buyer must bring a legal claim against Rotec - on pain of forfeiture - within six (6) months after Rotec has been held in default or has been held liable.

Article 10. Force majeure

- 10.1. Rotec cannot be blamed for a shortcoming in the fulfilment of obligations, if this shortcoming is the result of force majeure.
- 10.2. In the Conditions force majeure is understood to be, apart from what is included in the law and case law, all external causes, foreseen or unforeseen, over which Rotec can exercise no or only limited control, but as a result of which Rotec is unable to fulfil its obligations, also including the circumstance that third parties engaged by Rotec, such as suppliers, subcontractors and transporters or others parties, on which the Buyer also depends, do not or not in time fulfil their obligations and/or stagnation in the delivery of materials by suppliers, lack of personnel, weather conditions, natural disasters, frost, rain, terrorism, cyber criminality, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, roadblocks, strikes or work interruptions and import or trading limitations and sickness of personnel.

Article 11. Warranty

- 11.1. Unless something else has been agreed in writing, Rotec warrants a proper execution of its performance following from the Agreement with the Buyer for a period of twelve months after delivery.
- 11.2. If the agreed performance has not been executed properly . Rotec will make the choice within a reasonable period whether it will execute it properly as yet or credit the Buyer for a proportionate part of the order amount.
- 11.3. If Rotec chooses to execute the performance properly as yet, it will itself determine the method and time of execution. In all cases the Buyer must give Rotec the opportunity to do so.
- 11.4. Parts or materials that are repaired or replaced by Rotec must be sent to it by the Buyer.
- 11.5. Rotec's warranty is limited to the execution of the performance mentioned in paragraph 2. Rotec will never be liable for expenses to be incurred by the Buyer.
- 11.6. Rotec will only be obliged to execute the warranty if the Buyer has fulfilled all his obligations.
- 11.7. Warranty will be excluded for defects that are the result of:
- Normal wear and tear;
 - Injudicious use;
 - Absence of or improperly performed maintenance;
 - Installation, assembly, alteration or repair by the Buyer or by third parties ;
 - Defects to and unsuitability of materials or aids used by the Buyer.
- 11.8. No warranty is given on goods delivered that were not new at the time of delivery.

- 11.9. The above provisions apply accordingly to possible claims of the Buyer on the basis of non-performance, non-conformity or any other ground whatsoever.

Article 12. Return of catalogue articles

- 12.1. Subject to the following conditions the Buyer is entitled to proceed to returning catalogue articles:
- catalogue articles may be returned by the Buyer free of charge until three months after the date of delivery;
 - in the case of catalogue articles that are returned in the period from three months after the date of delivery until one year 10% return costs will be charged by Rotec;
 - catalogue articles that are older than one year after the date of delivery cannot be returned;
 - the catalogue articles must be returned in the original packing. The packing and the materials must be unused and undamaged, failing which Rotec may refuse the return shipment. The costs of the return shipment will always be for the Buyer's account.
- 12.2. Other articles will not be taken back by Rotec.

Article 13. Applicable law and competent court

- 13.1. Dutch law applies to every agreement between Rotec and the Buyer and to any legal relationship existing between them. Applicability of the Convention on the International Sale of Goods 1980 is excluded explicitly.
- 13.2. The Dutch civil court that has jurisdiction in Rotec's place of establishment will exclusively take cognizance of disputes.