

General Terms and Conditions of Sale

1 Application

- 1.1 These terms and conditions shall apply to all tenders, agreements and legal relationships, however named, between Dutramex and Customer. Any modifications to these terms and conditions shall be inapplicable unless agreed in writing.
- 1.2 Any other terms and conditions referred to, offered or relied on by Customer in his tender or acceptance, shall be excluded.

2 Prices

- 2.1 All prices are exclusive of Value Added Tax (VAT) or any other levies or taxes imposed by the government.
- 2.2 If after the tender or acceptance of the agreement a change occurs in the market conditions or in the costs on which prices have been based, then Dutramex shall be entitled to change its prices. The changes in the costs shall also include the changes in exchange rates of foreign currencies, leading to changes in the cost prices for Dutramex, as well as governmental interventions and regulatory changes.
- 2.3 If Dutramex incurs extra costs which could not be foreseen at the time of tender or order confirmation and/or could be attributed to delay in delivery as a result of Customer's (further) requirements or instructions or as a result of different circumstances for which Dutramex cannot be held responsible, then these extra costs as specified will be paid by Customer.

3 Delivery time

- 3.1 The delivery time shall be deemed to be furnished on the basis of approximations.
- 3.2 The delivery time shall come into effect when agreement has been reached on all technical details, all necessary information and final drawings are in the possession of Dutramex, and when the conditions required for the execution of the agreement have been complied with.
- 3.3 Dutramex shall observe the specified delivery time to the best of its ability, but shall never be held responsible for any exceeding thereof. If the delivery time is exceeded, Dutramex shall not be liable to pay for any damage of any sort whatsoever, and Customer shall not be entitled to terminate or annul the agreement or refuse acceptance of goods. In the case of excessive exceeding of a delivery time, parties shall enter into mutual consultations.

4 Delivery

- 4.1 All deliveries are made ex works, unless otherwise agreed.
- 4.2 If Customer has not taken delivery of the goods within the delivery time, or if Customer does not observe an agreed call-off period, then Dutramex shall be entitled to invoice Customer for the goods in question, and, at the same time, to store these goods (have these goods stored) at its own discretion but wholly at the cost and risk of Customer. In the case where Customer does not take delivery or does not call off within the agreed period, Dutramex may either demand fulfilment by Customer or dissolve the agreement, without prejudice to the right of Dutramex to, in either case, claim damages.
- 4.3 Goods delivered are at the risk of Customer from the moment of delivery.

5 Complaints

- 5.1 Complaints should be made as soon as possible and in writing, but within 14 days after delivery of the goods and/or services, i.e. – in respect of non-visible defects – within 14 days after the defects could reasonably have been detected, but, in any case, within the guarantee period.
- 5.2 Exceeding the period as stated in the preceding article shall lead to the dissolution of any claim towards Dutramex in respect of its guarantee obligation.
- 5.3 Complaints regarding an invoice should be made in writing within 8 days after the invoice date.
- 5.4 If Customer does not submit a claim within the applicable period or does not do so in the required manner, then the invoice and/or the delivery will be deemed to fully comply with the agreement and to have been unconditionally accepted and approved by Customer.
- 5.5 If a complaint in respect of the delivery is deemed valid by Dutramex, it shall only be obliged to replace or repair the defective goods, without Customer being able to make any statutory claims for damages.
- 5.6 The submission of a complaint shall in no way exempt Customer from its payment obligations.

6 Payment

- 6.1 Payment shall take place within 30 days after the invoice date, unless otherwise agreed in writing.
- 6.2 If payment of the invoice amount has not, or not fully, been made on the agreed date or, in the absence of such date, within 30 days after the invoice date, then Customer will be held legally in default and Dumatrex shall be entitled, without any notice of default, to charge Customer interest from the due date at the statutory interest rate plus 3 percent, as well as all judicial and extrajudicial costs relating to the collection of its claim. All claims of Dutramex on Customer shall become due and payable forthwith.
- 6.3 All amounts charged to Customer must be paid without any discount or deduction. Customer shall not be entitled to a set-off of claims, for whatever reason. Customer shall have no right to suspend any payment to Dutramex.

7 Retention of title

- 7.1 All goods delivered by Dutramex and/or any result of the services rendered by Dutramex shall remain the property of Dutramex until receipt of payment in full of all claims that Dutramex might still have on Customer at the moment of delivery, for whatever reason, including interest and costs. In the case of a current account relationship with Customer, the retention of title shall remain in place until completion of payment.
- 7.2 Customer shall be obliged to use or process the goods delivered subject to retention of title in the context of its normal business operations. Until the obligations stated in the preceding article have been met, Customer shall not be permitted to transfer the title to the goods delivered by Dutramex to a third party, or to encumber them with a restricted right. If this obligation is not met, Dutramex shall, without prejudice to its other rights and without further notification or notice of default, be, at all times, entitled to recover the goods (or have the goods recovered) from the place where they are located, at the expense in full of Customer.

8 Liability

- 8.1 Dutramex has a professional Liability Insurance. Any liability of Dutramex shall be limited to the amount paid out in such case under this insurance. If, for whatever reason, the insurer makes no payment under the insurance referred to, the liability of Dutramex shall be limited to the amount invoiced or to be invoiced to Customer in respect of the relevant agreement, up to a maximum of €5,000.

9 Guarantee

- 9.1 All goods delivered and/or services rendered by Dutramex shall be used in accordance with the instructions and/or manual provided by Dutramex. Should doubt arise over the application or use thereof, Customer should refer to the specialists available at Dutramex.
- 9.2 Subject to the restrictions below, Dutramex shall guarantee the soundness and quality of the goods delivered and/or services rendered by it, as well as the execution to the best of its ability of the services rendered, for a period not exceeding 12 months from delivery.
- 9.3 The guarantee for goods delivered is limited to material, technical and construction faults, in which case Dutramex shall be obliged to redelivery only.
- 9.4 The obligation of guarantee by Dutramex shall cease to exist if Customer itself makes changes or repairs to the goods delivered or has these done by third parties, or if the goods delivered were used for other than normal daily use or were improperly handled or maintained.

10 Extra work

- 10.1 If, at the request of or with prior consent from Customer, Dutramex has carried out work or rendered performances which goes beyond the substance or scope of the agreement, Customer shall pay Dutramex for that work or performance according to Dutramex's usual rates. Dutramex shall, however, not be obliged to comply with such a request and may require that, in connection therewith, a separate agreement will be concluded in writing.
- 10.2 Customer shall accept that the time of completion of services agreed upon and the mutual responsibilities of both Customer and Dutramex can be affected by work as stated in the preceding article.

11 Force majeure

- 11.1 Dutramex shall not be required to fulfil any obligation under the agreement if it is prevented from doing so as a result of force majeure. Force majeure refers to everything that, within reason, occurs outside the control of Dutramex, including but not limited to: fire, (threat of) war, (threat of) terrorism, unofficial or organised strikes, blockades, riots or other disturbances, fuel shortage, energy shortage, transport limitations, industrial accident, weather conditions, acts of God including flooding, earthquake, epidemic, quarantine measures, restrictions on the issue of licences, breach of contract by suppliers.
- 11.2 In the event of force majeure, Dumatrex shall be entitled unilaterally to extend the time limits agreed upon for such time as is reasonable in view of the force majeure factor(s) that occurred, as well as – at its discretion – to comply with the agreements pro rata.
- 11.3 In the event of force majeure, Customer shall not be entitled to claim dissolution of the agreement entered into.
- 11.4 In the event of force majeure, Dumatrex will endeavour to find a solution to meet Customer's requirement for the product and/or service. Dutramex shall be entitled to charge Customer the extra costs related to the delivery of the goods and/or services to Customer, notwithstanding the force majeure situation.

12 Intellectual property rights

- 12.1 Unless otherwise expressly agreed to in writing, all intellectual property rights on all software, equipment and/or other materials, information and/or data such as analyses, (technical) documentation, drawings, images and models, developed and/or made available for the preparation and/or execution of the agreement, are exclusively held by Dutramex.
- 12.2 Customer declares and warrants towards Dutramex that Customer, in relation to the preparation and/or execution of the agreement, shall not be in breach of any rights of third parties. Customer shall safeguard Dutramex from and against all claims in that matter and shall compensate all damages which result from such a breach and which are charged to Dutramex or any party invoking such a right.
- 12.3 All drawings, models, (technical) documentation, computer programs and other carriers of information, as well as specifications and other materials provided by Dutramex to Customer in the (preparation of) the execution of the agreement, shall remain the property of Dutramex at all times and shall be returned by Customer to Dumatrex upon the execution of the agreement.

13 Termination and cancellation

- 13.1 Without prejudice to any further conditions agreed upon in writing, Dutramex may forthwith terminate the agreement in whole or in part by giving notice in writing, without notice of default and without judicial intervention, if – provisionally or otherwise – Customer is granted an official moratorium, if with regard to Customer a petition is submitted for bankruptcy or judicial composition, or if its company is liquidated or terminated other than for the purpose of reconstruction or merger of companies, or if an application is submitted to declare Customer subject to debt settlement proceedings.
- 13.2 Under no circumstances shall Dutramex be held liable for any damages because of such termination.
- 13.3 In all cases in which the agreement terminates (prematurely) as a result of any provision thereof or through the intervention of a judge or arbitrator, it shall continue to govern the legal relationship between the parties to the extent necessary for the resolution thereof.
- 13.4 In all cases in which Customer places an order after the agreement has been (prematurely) terminated by the Customer, Customer shall be deemed to have withdrawn the (notification of) termination.

14 Transfer of rights/obligations

- 14.1 Without the prior written consent of Dutramex, Customer shall not be permitted to transfer rights and/or obligations arising from the agreement to third parties.
- 14.2 Dutramex shall be entitled to transfer its rights and/or obligations arising from the agreement. In the context of the execution of an agreement for the rendering of services, Dutramex shall be entitled to outsource part or all of its obligations to a subcontractor designated by it.

15 Other provisions

- 15.1 Customer cannot derive any rights from advice or information provided by Dutramex that has no direct bearing on the agreement.
- 15.2 If Customer provides data, (approved) drawings and such to Dutramex, the accuracy and completeness thereof shall at all times be assumed. Dutramex may use these without conditions and/or limitations for the execution of the agreement.

16 Period of limitation

- 16.1 Any claim and/or defence towards Dutramex shall lapse after the mere course of a period of 1 year from the time the claim has arisen.

17 Confidentiality

- 17.1 Except with the prior written consent of Dutramex, Customer shall be bound to keep confidential all data obtained directly or indirectly as regards the agreement in the broadest sense.

18 Governing law and dispute resolution

- 18.1 The agreement between Dutramex and Customer is governed by the laws of the Netherlands. Any dispute which may arise out of the agreement and/or terms or conditions of sale, shall be submitted exclusively to the competent court of Rotterdam.
- 18.2 The application of the Vienna Sales Convention is excluded.

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