

# GENERAL TERMS AND CONDITIONS SAVIX TRANSSUPPLY BV

Registered with the Chamber of Commerce under number 67376525

## ARTICLE 1 | APPLICABILITY

- 1.1 In these general terms and conditions, the terms, below, have the following meanings: Savix: Savix Transsupply BV, with its registered office and place of business in Uddel (municipality of Apeldoorn), registered in the trade register of the Chamber of Commerce under number 67376525; Other Party: any (legal) person that has concluded or wishes to conclude an Agreement with Savix, as well as its legal successor and any other person authorised to represent this (legal) person for any reason whatsoever; Agreement: the Agreement concluded between Savix and the Other Party.
- 1.2 These general terms and conditions apply to all offers made by Savix and to the establishment, content and performance of all Agreements and legal relationships, irrespective of the name, whereby Savix undertakes or will commit to goods and/or related services of any nature to be supplied to the Other Party under any name whatsoever, as well as to all activities resulting therefrom for Savix.
- 1.3 The applicability of supplementary conditions or conditions that deviate from these terms and conditions, including general (purchase) conditions of the Other Party, is hereby expressly rejected.
- 1.4 Additions to and deviations from these terms and conditions will exclusively be deemed valid if they have been expressly agreed upon in writing between the parties and will exclusively apply to the applicable Agreement.
- 1.5 The Other Party with whom an Agreement has been concluded under these general terms and conditions will accept the applicability of these general terms and conditions to subsequent offers, Agreements and related legal relationships between Savix and the Other Party without the need for this to be separately agreed upon between the parties.
- 1.6 If Savix does not always demand strict compliance with these general terms and conditions, this does not mean that the provisions do not apply, or that Savix would, in any way whatsoever, forfeit the right to demand strict compliance with these general terms and conditions in other cases.
- 1.7 If any of the provisions of an Agreement are in conflict with the provisions of these General Terms and Conditions, the provisions of the Agreement will take precedence.
- 1.8 If one or more provisions in these General Terms and Conditions are declared null and void, or are nullified, the remaining provisions will remain in full force. In this case, Savix and the Other Party will consult one another to agree on new provisions to replace the invalid or nullified provision. The new provision will, to the greatest extent possible, match the intent and purpose of the void or nullified provision.

## ARTICLE 2 | OFFERS

- 2.1 An 'offer' is any offer presented in writing by Savix, including quotes, price quotations and proposals.
- 2.2 The Other Party will guarantee the correctness and completeness of the information provided to Savix by it or on its behalf and on which Savix will base its offer.
- 2.3 Unless explicitly stated otherwise in the offer, all offers issued by or on behalf of Savix will be obligation free and approximate.
- 2.4 If the Other Party accepts an obligation-free offer presented to it by Savix, Savix will be entitled to revoke this offer up to and including seven days after receipt of the acceptance

without any further obligations on the part of Savix.

- 2.5 Savix will under no circumstances be bound to agreements in the case of self-evident mistakes and (writing) errors in offers.
- 2.6 All offers will be one-off and only valid to the Other Party to whom the offer is addressed. The Other Party will under no circumstances be entitled to derive any rights from prior offers.

## ARTICLE 3 | ADVICE, INFORMATION AND INSTRUCTIONS

- 3.1 Information about offered goods in special offers, brochures, on the Internet or anywhere else, including, but not limited to images, product specifications, prices and similar expressions, will exclusively be deemed indicative. Such prices will under no circumstance be binding for Savix, and the Other Party will not be entitled to derive any rights therefrom. The Other Party will also not be entitled to derive any rights from advice and information from Savix that may or may not pertain to the Agreement.
- 3.2 The Other Party will guarantee the correctness and completeness of all information provided to Savix by or on behalf of it. The Other Party will also ensure that all information that Savix specifies as essential and that the Other Party should reasonably understand to be essential for the performance of the Agreement, will be provided to Savix in good time.
- 3.3 The Other Party will be bound to inform Savix forth-with about facts and circumstances that may be important with respect to the performance of the Agreement.
- 3.4 The Other Party will under no circumstances be entitled to draw any conclusions concerning the maximum permitted loads based on the colours of the hoisting belts supplied by Savix.
- 3.5 The Other Party will be bound to observe all instructions issued by Savix (irrespective of whether this is in the context of the training of the Other Party's employees) or included in manuals/documentation made available by Savix and applicable to the responsible use of goods delivered or to be delivered by Savix. No rights can however be derived from these instructions. Having received instructions or training will under no circumstances qualify any person as an expert in the sense intended in the Working Conditions Decree or in the sense intended in EN-1492-1.

## ARTICLE 4 | PRICING

- 4.1 Unless otherwise agreed in writing, all prices will be in Euros and exclusive of sales tax (VAT) and other levies imposed by or to be imposed by the government.
- 4.2 Unless otherwise agreed in writing, where Savix is responsible for the delivery of an order to the Other Party, the costs applicable to loading and transport will not be included in the price.
- 4.3 The Other Party will under no circumstances be entitled to derive any rights or expectations from cost estimates or budgets drawn up by Savix.
- 4.4 Savix will at all times be entitled to charge and pass on cost increases to the Other Party based on statutory regulations, changes in exchange rates and/or cost increases resulting from circumstances beyond its control (including, but not limited to the circumstances referred to in Article 6.4). In that case, the Other Party will under no circumstances be

entitled to terminate or dissolve the Agreement.

- 4.5 If no price has been agreed upon between the parties, a price has only been issued as an estimate, or the agreed price has been changed on the grounds of the preceding paragraph, the price or the change in price will be determined at an amount deemed reasonable in the industry.

## ARTICLE 5 | AGREEMENT

- 5.1 An Agreement will be deemed concluded when:
  - a. the Other Party accepts an offer issued by Savix without deviations and Savix has explicitly confirmed this acceptance in the form of an order confirmation;
  - b. Savix has explicitly confirmed an order that has been placed orally or in writing, other than on the basis of an offer issued by Savix; or
  - c. Savix actually initiates the execution of an order with the consent of the Other Party.
- 5.2 An order confirmation will be deemed to represent the Agreement correctly and completely, and will be binding on the parties, unless the Other Party expresses its objections thereto within two working days of the issuance of the order confirmation.
- 5.3 Commitments by and agreements with the employees or subordinates of Savix will only bind Savix towards the Other Party if and insofar as an authorised representative of Savix has confirmed these commitments and/or agreements in writing.
- 5.4 Savix reserves the right to refuse an order at its sole discretion.
- 5.5 Verbal agreements, as well as deviations from and additions to the Agreement will only be deemed valid if they have been confirmed in writing by Savix.
- 5.6 The Other Party will under no circumstances be entitled to terminate or cancel an established Agreement. If the Other Party nevertheless decides to cancel an Agreement, whether in whole or in part, Savix will only be bound to accept this if the goods have not yet been taken into production and subject to the condition that the Other Party will pay the cancellation costs, equivalent to 50% of the invoice value specified in the Agreement. If the Agreement applies to goods that a) are personalised for the benefit of the Other Party (e.g. printed logo, name, etc.); or b) are already in stock at Savix for ondemand delivery to the Other Party; or c) have been purchased specifically for the Other Party, then the Other Party will be bound to pay 100% of the agreed price in the event of termination or cancellation.
- 5.7 Savix expressly reserves the right to refuse the termination and/or cancellation of the Agreement.

## ARTICLE 6 | DELIVERY TIMES AND FORCE MAJEURE

- 6.1 All delivery times specified by Savix are indicative only and can never be considered a deadline that could entitle the Other Party to dissolve the Agreement or claim compensation. Savix will not be deemed in default with regard to the delivery time until such time as the Other Party has issued Savix with a written notice of default and the Other Party has granted Savix a reasonable period of at least twenty weeks to deliver the due goods and Savix has failed to comply with this.
- 6.2 All obligations to deliver to the Other Party will be suspended as long as the Other Party

fails to fulfil any obligations towards Savix or in the case of a well-founded fear that it will fail to do so.

- 6.3 The Other Party will indemnify Savix against all third-party claims that may arise as a consequence of a specified delivery time having been exceeded.
- 6.4 In the case of unforeseen circumstances not attributable to Savix, as a consequence of which the execution of the Agreement becomes impeded or impossible, including but not limited to supply prohibitions, business disruptions, strikes, bankruptcy of or refusal on the part of suppliers, pandemics, (trade) wars, obstacles in the purchase of materials or energy, transport delays, statutory lock-outs, or other circumstances due to which the execution of the Agreement cannot reasonably be demanded and/or cannot reasonably be demanded in good time from Savix, Savix will be entitled to choose - including in the case of a binding delivery period - either to dissolve the Agreement in whole or in part or to suspend the performance of the Agreement by means of a written notification - without judicial intervention and without being liable for the payment of any compensation - until such time as an end has come to the force majeure situation. If Savix is nevertheless able to execute a temporarily suspended Agreement at a later time, the Other Party will be bound to pay the agreed amount in full without any form of discount.
- 6.5 If and insofar as the obstruction referred to in the previous paragraphs exceeds a period of six months, the Other Party will be entitled - insofar as Savix has not yet performed its obligations and after the Other Party has granted Savix, in writing, a reasonable compliance period of at least twelve weeks and Savix has failed to fulfil its obligations - to terminate the Agreement, without the Other Party subsequently being entitled to claim any form of compensation (for loss or damages).

#### ARTICLE 7 | RISK TRANSFER

- 7.1 The sold goods will be at Savix's own risk until the time of delivery to the Other Party.
- 7.2 The risk will be transferred to the Other Party:
- at the time of delivery to the company of the Other Party, if the agreement stipulates that Savix will transport the goods;
  - at the time of delivery to the Other Party on the means of transport, if the agreement stipulates that the Other Party will transport the goods;
  - at the time of delivery of the goods at a transshipment site, if the agreement stipulates that Savix will deliver the goods to a transshipment site.

#### ARTICLE 8 | UNCOLLECTED GOODS

- 8.1 The Other Party will effectively be deemed to have purchased the goods to be delivered by Savix at such time as Savix makes the goods available to the Other Party.
- 8.2 If it has been agreed that Savix will keep stock for the Other Party, the Other Party will be bound to purchase at least half of the kept stock annually. The Other Party will also be deemed in default, without the need for a reminder of default, if the Other Party refuses to accept the minimum quantity of goods to be purchased.
- 8.3 If the Other Party refuses to accept a delivery or fails to provide information or instructions necessary for the delivery, Savix will be entitled to charge the Other Party a fee equivalent to 5% of the invoice value per month for the (extended) storage of the goods.

#### ARTICLE 9 | SURETY

- 9.1 Following the conclusion of the Agreement, Savix will be entitled at all times, but in any

case if the Other Party's financial position gives cause to do so, to require the Other Party to provide adequate surety at first request for the fulfilment of all its current and future obligations. The provided surety will fully cover the claim with all interest and costs accruing thereon such that Savix will be able to recover due payments without obstruction and at its sole discretion. The Other Party will be bound, at Savix's first request, to replenish to an adequate level any form of surety that has become inadequate.

- 9.2 If the Other Party fails to provide the required surety, it will immediately be liable for all payments due to Savix for any reason whatsoever and Savix will be entitled to dissolve or suspend all current Agreements with immediate effect and without prejudice to its right to recover losses or damages incurred or to be incurred as a consequence of the actions or failures on the part of the Other Party with respect to its obligations under this Agreement.

#### ARTICLE 10 | RETENTION OF TITLE

- 10.1 Goods delivered to the Other Party will remain the property of Savix until such time as the Other Party has paid all invoices pertaining to the applicable goods in full, including all claims arising therefrom, such as loss and damage, penalties, interests and costs.
- 10.2 Until such time as the ownership of the delivered goods has transferred to the Other Party, the Other Party will be deemed to hold the goods exclusively for Savix as a good custodian and it will under no circumstances be entitled to dispose of, pledge or otherwise provide surety for the applicable goods without prior consent from Savix. This clause has property law consequences.
- 10.3 Until such time as the ownership of the delivered goods has been transferred to the Other Party, the Other Party will be bound to implement all the necessary measures to separate and keep separate all goods identified as Savix's property from all other goods (whether similar or otherwise) kept by the Other Party and to implement all the necessary measures to prevent mixing, damage or destruction.
- 10.4 Until such time as the ownership of the delivered goods has been transferred to the Other Party, the Other Party will be bound to notify Savix immediately if the goods are seized (or in the case of impending seizure) or in the case of any other third-party claims on the goods. In the event of (imminent) seizure, (provisional) suspension of payment or bankruptcy on the part of the Other Party, the Other Party will be bound to immediately notify the third party threatening to attach, the seizing bailiff, the receiver or the curator of the (property) rights pertaining to Savix.
- 10.5 Savix will be entitled to retrieve the delivered goods from the Other Party after Savix has invoked its retention of title. The Other Party hereby grants Savix unconditional and irrevocable permission to independently exercise the rights referred to in this article and to gain access to the location and place where the relevant goods are kept and to remove the said goods.
- 10.6 Subject to Savix's rights under the retention of title, the Other Party will at all times fully cooperate upon first request thereto and at its own expense under penalty of an immediately payable fine of € 1,000 for each day that the Other Party fails to cooperate. The Other Party will also be liable for all costs incurred by Savix in connection with the exercise of its retention of title, as well as for all direct and indirect losses it incurs as a consequence.
- 10.7 If the goods are delivered to the Other Party in a territory other than the Netherlands, the

applicable goods will also be subject to the aforementioned retention of title under the law of the country concerned if and as soon as they arrive in the territory of the relevant country, subject to the understanding that, in every other sense, the Dutch law will apply exclusively to the agreement.

#### ARTICLE 11 | PAYMENT

- 11.1 Unless otherwise agreed in writing, Savix will be entitled to charge the agreed price solely at its own discretion by means of advance invoices, interim invoices and final invoices.
- 11.2 Payment must be effected in accordance with the currency and payment conditions specified on the invoice and without the Other Party being entitled to discount, suspension, settlement or any other deductions. If no payment term is specified on the invoice, the payment must be made within 30 days of the invoice date.
- 11.3 The Other Party will be deemed in default at the time of expiry of the payment term without the need for a reminder or notice of default. The Other Party will be bound to pay the default interest of 8% per month on the due amount, whereby part of a month will be counted as a whole month, from the first day of default until all payments have been fulfilled.
- 11.4 If the Other Party has allowed a payment term to expire, it will be liable - without prejudice to the provisions of the previous paragraph and without prior notice of default - to pay all costs for obtaining an out-of-court settlement. These extrajudicial costs will amount to 15% over the first € 10,000 of the due amount (including interest) and 8% over the remainder, with a minimum of € 250. If the extrajudicial costs actually incurred exceed that which is intended in the previous paragraph, the Other Party will be liable to pay the actual costs incurred.
- 11.5 Payments made by the Other Party will, firstly, serve to settle the costs, followed by the accrued interest and finally the longest outstanding due and payable invoices, irrespective of whether the Other Party has specified that the payment pertains to another invoice or cost item.
- 11.6 If the Other Party is in default with regard to the payment of an invoice, all other outstanding invoices will also immediately become due and payable without further notice of default being required.
- 11.7 All claims on the part of Savix against the Other Party will immediately be due and payable in the following instances:
- if the Other Party fails to properly fulfil the obligations arising from the Agreement or fails to do so properly or in good time, or in the case of a reasonable threat of this occurring, all to be determined at Savix's sole discretion;
  - if Savix has asked the Other Party to provide surety for the fulfilment of its obligations, as intended in Article 9, above, and the said surety has not been provided or is insufficient; and
  - in the case of (a filing for) bankruptcy of or suspension of payment by the Other Party, or in the case of the suspension or liquidation of the Other Party or other circumstances arising, as a result of which the Other Party can no longer freely dispose of its assets.
- 11.8 Savix will be entitled to set off its debts to the Other Party with claims against the Other Party by companies affiliated with Savix. Savix will moreover be entitled to set off its claims against the Other Party with the debts of companies affiliated with Savix to the Other Party. In addition, Savix will also be entitled to set off its debts to the Other Party with claims against companies affiliated with the Other

Party. 'Affiliated companies' are to be understood to mean: all companies that belong to the same group, in the sense intended in Article 2:24b of the Dutch Civil Code (BW) and a participation in the sense intended in Article 2:24c of the Dutch Civil Code (BW).

- 11.9 If the Other Party is based in a member state other than the Netherlands, it will notify Savix, in writing, of its correct VAT identification number. In addition, upon first request thereto, the Other Party will provide Savix with all the information and documents Savix needs to prove that the goods have been delivered in a member state other than the Netherlands. The Other Party hereby indemnifies Savix against all claims arising from and all adverse consequences of its failure to comply or full comply with the provisions set forth herein.

#### ARTICLE 12 | LIABILITY

- 12.1 Except insofar as the Other Party is able to demonstrate that the damage was caused by intent or gross negligence on the part of Savix, Savix will under no circumstances be liable for any loss or damage incurred by the Other Party as a direct or indirect result of acts or omissions on the part of Savix, or acts or omissions on the part of persons in the service of Savix or defects in and/or (incorrect) use of goods delivered by Savix.
- 12.2 Savix will under no circumstances be liable for indirect damage, including, but not limited to, lost profit, missed savings and losses due to business interruption.
- 12.3 Except insofar as the Other Party is able to demonstrate that the damage was caused by intent or gross negligence on the part of Savix, Savix will under no circumstances be liable for damage of any nature whatsoever insofar as Savix relied on incorrect and/or incomplete information provided by the Other Party.
- 12.4 The Other Party will be bound to inform all other buyers about the correct use of the goods, as well as about the dangers associated with the goods in the event of incorrect use. The Other Party hereby indemnifies Savix against all claims from third parties for compensation for loss - irrespective of how the loss was incurred - as a direct or indirect result of the way in which the Agreement has been implemented, but with the explicit exclusion of any defects in and/or (incorrect or incompetent) use of goods delivered by Savix to the Other Party. This indemnification will include all costs incurred by Savix in connection with the said third-party claims, including, but not limited to, the costs of defence.
- 12.5 Notwithstanding the provisions of the preceding paragraphs, if and insofar as any liability rests on Savix, this liability will at all times be limited to the payment that Savix may receive under a liability insurance taken out by or on behalf of it.
- 12.6 If an insurance policy taken out by or on behalf of Savix does not provide cover for the damage incurred, Savix's liability will be limited to the amount equal to the net invoice value of the Agreement, or (if it is less) an amount of no more than € 25,000.
- 12.7 Without prejudice to that which is stipulated in the other provisions of these general terms and conditions, any legal claim for compensation on account of liability will lapse one year after the date of delivery of the goods to which the Agreement relates.

#### ARTICLE 13 | COMPLAINTS

- 13.1 The Other Party will be bound to inspect the goods upon delivery by means of sensory observation or a simple random check for defects, transport damage, incorrect delivery and/or incorrect quantities. All relevant com-

plaints must be specified on the transport ticket or delivery note. Failure to comply with this provision will result in the Other Party losing the right to complain, as well as any claims and rights it may have in this regard.

- 13.2 If the delivered goods deviate slightly from what has been agreed or from what is customary in the industry in terms of dimensions, colour, design, thickness, strength, quality, quantity or otherwise, the Other Party will nevertheless be bound to accept the delivery, without the right to any reductions in the agreed price.
- 13.3 Tolerance levels of a maximum of 1% in the quantities delivered by Savix will be permissible and will under no circumstances entitle the Other Party to discount, suspension, settlement or any other deduction from the agreed price. In the case of Savix inadvertently delivering more goods than agreed upon with the Other Party, Savix will be entitled to return the excess in delivered goods or, if the Other Party agrees to this, will charge the Other Party for the additional goods delivered.
- 13.4 Complaints concerning defects that can only be discovered at a later stage (hidden defects) must be submitted to Savix in writing immediately, but no later than two days after the defect could reasonably have been observed, with a description of the defect and submission of photo evidence. As soon as this term has been exceeded, the Other Party will be deemed to have approved the delivered goods and complaints will no longer be processed.
- 13.5 Savix must be given the opportunity upon first request thereto to investigate all complaints by the Other Party. The Other Party will enable Savix to inspect the goods concerned. If the complaint is declared valid, the cost of the inspection will be for Savix's own account. If the complaint is declared invalid, the cost of the inspection carried out by an external party will be for the account of the Other Party.
- 13.6 If Savix accepts a complaint, it will exclusively be bound - at its sole discretion - to deliver the missing items, replace the delivered goods or refund a proportional part of the purchase price.
- 13.7 The right to lodge a complaint will lapse if the Other Party has failed to treat the goods related to the complaint with due care while in its possession.
- 13.8 A complaint will not discharge the Other Party of its obligation to pay and will not suspend the Other Party's payment obligations, except where Savix has explicitly agreed to such a suspension in writing.

#### ARTICLE 14 | SUSPENSION AND DISSOLUTION

- 14.1 In case of the occurrence of any of the instances intended under Article 11.7, above, Savix will, in addition to its rights deriving from the law, the Agreement or these general terms and conditions, also have the right to suspend its obligations under the Agreement until the Other Party has fulfilled its obligations or to dissolve the Agreement, in whole or in part, without the need for notice of default or judicial intervention.
- 14.2 In that case, all claims by Savix against the Other Party with regard to the already fulfilled part of the Agreement, as well as losses arising from the suspension or dissolution, including loss of profit, will immediately become due and payable.

#### ARTICLE 15 | PRIVACY

- 15.1 Insofar as Savix processes personal data in the context of the execution of the Agreement, the said personal data will be processed in a proper and careful manner in accordance

with the applicable privacy legislation.

- 15.2 Savix has posted a privacy statement on its website, [www.savix.nl](http://www.savix.nl), where it specifies, among other things, the personal data that it processes, the purpose and the data owners' rights.

#### ARTICLE 16 | INTELLECTUAL PROPERTY

- 16.1 Savix reserves all rights and powers accrued by it in the field of intellectual and industrial property in any way related to goods delivered or to be delivered by Savix, including (but not limited to) know-how developed by Savix (production) technology and catalogues, brochures, manuals, images, models, drawings and other documents provided to the Other Party.
- 16.2 Savix does not transfer any intellectual property rights to the Other Party in the execution of this Agreement.
- 16.3 The Other Party will under no circumstances be authorised to publish, multiply or distribute the documents referred to in paragraph 1, above, nor to use the said items for any purpose other than that for which or for whom the relevant documents are intended without prior written consent from Savix.
- 16.4 Savix will be entitled to recover, from the Other Party, all possible losses resulting from violation of Savix's intellectual and industrial property rights.

#### ARTICLE 17 | APPLICABLE LAW AND DISPUTES

- 17.1 Dutch law will apply exclusively to all offers, Agreements or other legal relationships, irrespectively of whether the Other Party is legally based inside or outside the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 17.2 Disputes regarding or arising from quotations, Agreements or legal relationships can only be brought before the Dutch court in the district where Savix is legally based. Savix will nevertheless be entitled to bring the dispute before the competent court in accordance with the law.
- 17.3 The parties may agree to an alternative form of dispute resolution.
- 17.4 Without prejudice to mandatory law provisions, all rights of claim and all other powers of the Other Party against Savix which may arise directly or indirectly from or may be in any way related to an Agreement will, in any case, lapse one year after the time at which the Other Party became aware or could reasonably have become aware of the existence of these rights and powers, but has failed to submit a written claim to Savix before the expiry of this period.