

Article 1 – Scope

1. The terms and conditions apply to all offers, order confirmations, agreements and deliveries that we make.

Article 2 – Establishment of the agreement

1. All our offers are without obligation and valid for 30 days unless otherwise indicated.
2. If we confirm the contents of an agreement to the buyer in writing and the buyer does not deny its correctness within 5 working days, the parties are bound by this.
3. Unless there is an explicit written record, the buyer's order and our agreement count as the conclusion of an agreement. The subsequently stated on the delivery note serves as proof of the content of the agreement.
4. Specifications, instructions, etc. are only valid if and insofar as they are included in the quotation.

Article 3 – Prices

1. All offered and agreed prices are exclusive of VAT, delivery ex Works Weert and exclusive of surcharge for transport credit restrictions, without prejudice to the provisions of Article 4 paragraph 6. These prices are based on rates, wages, import duties, taxes and other price-determining factors that apply at the time of offering or entering into the agreement.
2. In the event of a change in one or more of these factors, we are also entitled to adjust the offered or agreed prices accordingly and with retroactive effect to the moment of change. We will demonstrate the change at the buyer's request.
3. Such an adjustment of the price does not entitle the buyer to terminate the agreement.
4. Our price lists and other price statements do not constitute a quotation. We expressly reserve the right to change our price statements if the market gives cause to do so.

Article 4 – Delivery and delivery times

1. We reserve the right at all times to deliver 10% more or less.
2. We are entitled to make partial deliveries.
3. Before proceeding to delivery, we reserve the right to request security from the buyer for compliance with his payment obligation.
4. Stated delivery times will never be regarded as deadlines, unless explicitly agreed otherwise in writing. In case of late delivery, we must therefore be given written notice of default.
5. Exceeding the delivery time does not oblige us to any compensation and does not give the buyer the right to cancel the agreement.
6. If the buyer determines the method of shipment, the associated costs will be borne by the buyer.
7. All goods are at the buyer's risk from the moment they have left our site, or, in the event that the goods are stored by us, from the moment of invoicing.
8. The other party is obliged to take delivery of the purchased goods at the moment they are delivered to him or at the moment when they are made available to him in accordance with the agreement. If the other party refuses or fails to provide information or instructions necessary for the delivery, the goods will be stored at the risk of the other party. In that case, the other party will owe all additional costs, including in any case storage costs.

Article 5 – Payment

1. When the goods are delivered in parts, an invoice is drawn up separately for each shipment.
2. Even if the buyer does not take delivery of the goods on the agreed date, or earlier or later, an invoice will be drawn up.
3. If the goods are temporarily stored with us, an invoice will also be drawn up when the goods are completed.
4. Payment of the invoice must be made within the agreed term as stated on the invoice or, failing this, within 30 days of the invoice date. Settlement will not be allowed.
5. If payment has not been made within the agreed

payment term, with a maximum of 30 days, the buyer is in default. From the moment of default, the buyer owes interest on the amount payable at the statutory rate + 2%. All extrajudicial costs to be incurred by us will also be borne by the buyer. These extrajudicial collection costs are set at 15% of the principal sum and interest or at the then current collection rate of the Netherlands Bar Association.

6. Payments made by the buyer are always sufficient to cover all interest and costs owed and subsequently to payable invoices that have been outstanding the longest, even if the buyer states that the payment relates to a later invoice.
7. From the day that the buyer is in default, all our other claims against the buyer, especially in the case of delivery in several consignments, become immediately due and payable.

Article 6 – Complaints

1. Any complaints will only be dealt with if they reach us by registered letter within 8 working days after delivery of the relevant goods, and only if and insofar as the delivered goods are still in an unprocessed state. Handling a complaint does not count as an acceptance of liability in any form whatsoever
2. In order to be able to form an image as accurately as possible for us, the complaint must be made, stating the nature and grounds of the complaints as accurately as possible.
3. Complaints will only be declared well-founded if the goods delivered deviate from the product specification.
4. If we consider the buyer's complaints to be well-founded, we commit ourselves only to deliver the performance as yet, or to refund the purchase price by means of crediting up to the amount of the performance. Buyer is not authorized to set off amounts paid against outstanding invoices.
5. Return of goods is only permitted after our permission and must be stated in writing.

Article 7 – Liability

1. We exclude any liability for damage, including consequential damage, caused by the use or delivery of the goods delivered by us.

2. In the event of attributable shortcoming in the performance of the agreement, including transport, we are not liable for damage on the part of the buyer, except in the case that the damage is due to our intent or gross negligence. The burden of proof with regard to this intent or gross negligence rests on the buyer. In that case we will be obliged to pay compensation up to the amount of the principal sum as stated on the relevant invoice.
3. Force majeure includes all circumstances that the seller could not reasonably have prevented, including: strikes, work stoppages, machine breakdown, shortage of raw materials, bankruptcy of suppliers, stagnation in supply.
4. In case of force majeure, we are entitled either to maintain the agreement with suspension of the seller's obligations for the duration of the force majeure, or to cancel the agreement due to unforeseen circumstances without being obliged to pay compensation to the buyer.
5. The buyer can order us in writing to give us an opinion on our choice within 10 working days.

Article 8 – Certainties

1. All goods delivered by us remain our property until the buyer has fulfilled his payment obligation.
2. In case of late payment of an amount due and payable, we have the right to dissolve the agreement in whole or in part without notice of default and without judicial intervention and to claim the goods on which our retention of title rests as our property, without prejudice to our right to compensation.

Article 9 – Disputes

1. Dutch law applies to all our offers, order confirmations and agreements.
2. Disputes between us and the buyer will, to the exclusion of other courts and authorities, be submitted to the competent court in the district of Roermond, unless statutory provisions dictate otherwise.

Weert, January 2023

Holland Oto B.V.

B. Sevens, managing director