

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

**LAPP BENELUX B.V.**

**Van Dijklaan 16**

**5581 WG WAALRE**

**THE NETHERLANDS**

**Chamber of Commerce: 1709 1235**

**ARTICLE 1. DEFINITIONS**

- 1.1 **General terms and conditions:** These General Terms and Conditions of Sale of LAPP;
- 1.2 **LAPP:** LAPP Benelux B.V., companies affiliated with LAPP Benelux B.V. can also rely on the rights that belong to LAPP Benelux B.V. pursuant to the Agreement and/or these General Terms and Conditions;
- 1.3 **Agreement:** all agreements, including but not limited to (sub-) contracting agreements, framework and/or subagreements between LAPP and the Other Party, as well as any other instruction given by the Other Party to LAPP, as well as all (jurisitic) acts connect with all of this;
- 1.4 **Parties:** LAPP and Other Party;
- 1.5 **Other Party:** any natural or legal person who enters or wants to enter into an Agreement with LAPP, who purchases or takes delivery of goods or services from LAPP and anyone else who places an order with LAPP or enters into negotiations with LAPP.

**ARTICLE 2. APPLICABILITY**

- 2.1 These General Terms and Conditions apply to any Agreement, obligation, and legal relationship, including but not limited to all current and future requests, offers, instructions, orders, confirmations, deliveries, collaborations, services, and juristic acts between the Parties.
- 2.2 Deviations from and/or changes and/or additions to these General Terms and Conditions can only be agreed expressly and in writing by a representative of LAPP authorised to do so and apply only for the specific Agreement for which they have been made. The General Terms and Conditions are fully applicable to subsequent Agreements.
- 2.3 General Terms and Conditions, irrespective of how they are named, of the Other Party are expressly excluded and do not apply.
- 2.4 In the event that the content of the Agreement deviates from the content of these General Terms and Conditions, the content of the Agreement will prevail.
- 2.5 These General Terms and Conditions also apply for the benefit of the employees of LAPP and third parties involved by LAPP in the fulfilment of the Agreement.
- 2.6 The Dutch version of these General Terms and Conditions prevails.

**ARTICLE 3. CONCLUSION OF AN AGREEMENT**

- 3.1 Offers of LAPP are irrevocable and based on the performance of the work under normal circumstances and during regular working hours.
- 3.2 An Agreement will only come into effect once LAPP has confirmed an instruction or accepted an offer in writing.
- 3.3 Deviations from, changes and/or additions to an agreement are valid only if agreed in writing with a representative of LAPP authorised to do so.
- 3.4 An Agreement concluded with a representative or intermediary of LAPP is legally valid only if and insofar as the representative possesses a written power of attorney for that purpose. Powers of attorney can be requested in writing and are also available for inspection at LAPP's offices.
- 3.5 Information provided prior to the confirmation of an instruction or offer, including but not limited to information about the

properties of the goods, samples, and drawings to be supplied, is binding only if confirmed in writing at the instruction confirmation by a representative of LAPP authorised to do so.

- 3.6 Information in brochures, advertisements, and other (product) documentation of LAPP, including but not limited to stated measurements, volumes, weights, colours, materials, item descriptions, types of packaging, and packaging units, is indicative.
- 3.7 The Other Party is obliged to notify LAPP timely and in writing of potential significant changes pertaining to the execution of an instruction issued by the Other Party. The instruction of which such a change is reported is considered to be a new instruction that will only lead to an Agreement if LAPP accepts that instruction in writing. If LAPP does not accept the new instruction, then the original instruction will be cancelled and mutual obligations to undo will arise for that which has potentially already been performed. If the (partial) performance already delivered cannot reasonably be undone, an obligation will arise to compensate for the value—to be deduced from the concerned invoice value—of the performance already delivered. LAPP is authorised to charge the Other Party for the additional costs attached to a change in the execution.
- 3.8 The Other Party is not authorised to revoke an instruction already issued, except with the express written consent of LAPP. In the event that LAPP consents to the revocation of an instruction issued, LAPP will remain entitled to the down payment potentially already made.

**ARTICLE 4. PRICES AND COSTS**

- 4.1 LAPP's prices are excluding VAT and/or other levies, excise duties, and import duties, but include packaging. LAPP's prices are based on standard lengths and the raw materials prices prevailing at the time of the conclusion of the Agreement. A cutting fee of EUR 8.00 per cut is payable for deviations from the standard length.
- 4.2 LAPP has the right to pass on to the Other Party price increases of cost price-decisive factors, including but not limited to prices of raw materials, import and/or increases in taxes and/or other levies, arisen after the conclusion of the Agreement, irrespective of whether these price increases could have been anticipated at the time of the Agreement's conclusion.
- 4.3 Additional costs, including but not limited to wage costs, material, and transportation costs, as a consequence of changes in the Agreement, additional instructions or conditions and/or changes in the circumstances and terms and conditions of fulfilment of the Agreement, or deviating requirements of the Other Party pertaining to the date and time of delivery and/or materials to be delivered are charged by LAPP to the Other Party.
- 4.4 The price specified in the instruction confirmation is applicable. In the absence thereof, the price on the delivery date applies.

**ARTICLE 5. PAYMENT**

- 5.1 Payment must be effected within 30 days after the invoice date, unless agreed otherwise.
- 5.2 LAPP is at any time entitled to request cash payment, advance payment or security for payment.
- 5.3 If cash payment or advance payment is not effected or security is not provided, then LAPP is entitled to suspend its obligations arising from the concerned and other Agreements with the Other Party without prior notice of default, all without prejudice to its other powers pursuant to the Agreement, these General Terms and Conditions or the law.
- 5.4 When the term of payment is exceeded, the Other Party is immediately in default by operation of law without further notice of default. The statutory commercial interest pursuant to Article

6:119a of the Dutch Civil Code is payable from the moment that the default occurs to the moment of full payment.

- 5.5 All court and other costs related to the collection of payments are at the expense of the Other Party. The extrajudicial costs amount to 15% of the amount payable with a minimum of EUR 250.00

#### **ARTICLE 6. FULFILMENT OF THE AGREEMENT**

- 6.1 LAPP cannot be obliged to commence fulfilling its obligations earlier than once it possesses all the information necessary in that regard and once it has received the potentially agreed payment or instalment.
- 6.2 The fulfilment of the Agreement by LAPP or by third parties involved by LAPP is done within the normal working hours of LAPP. LAPP is only obliged to work outside these working hours when the Parties agree on this in writing. In that case, the Other Party will in any case be obliged to pay a reasonable remuneration for the overtime.
- 6.3 The Other Party ensures that LAPP can timely obtain the approvals (such as licenses or permits and exemptions) required for the fulfilment of the Agreement and the information to be provided by the Other Party for the fulfilment of the Agreement.
- 6.4 The Other Party must ensure that the (e.g. structural) work and/or deliveries to be performed by third parties, that are not part of LAPP's work, are performed in such a manner and timely enough that the fulfilment of the Agreement is not delayed by it. If a delay as referred in this Article nevertheless arises, then the Other Party must notify LAPP of this immediately.
- 6.5 The Other Party bears the risk of losses caused by defects or unsuitability of items that originated from the Other Party or have been prescribed or must be obtained from a prescribed supplier and of the non-delivery or late delivery of the items in question.
- 6.6 The Other Party bears the risk of losses caused by errors or defects in the drawings, calculations, structures, specifications, and implementation instructions provided by it.
- 6.7 The Other Party will ensure the safety in the workplace if LAPP or third parties to be involved by LAPP perform the fulfilment of the Agreement wholly or partly in an environment belonging to the Other Party (its risk sphere). The workplace must comply with the standards and obligations as specified in the Dutch Working Conditions legislation (Arbowet) (a collective noun for various laws in the area of working conditions). The Other Party is responsible for the working conditions on site and is as such also liable when damage occurs. The Other Party will hold LAPP harmless against damage arisen pursuant to this article.
- 6.8 The non-fulfilment of the obligations as stipulated in this Article qualifies as a breach of contract by the Other Party pursuant to Article 6:74 of the Dutch Civil Code or as committing an unlawful act (Article 6:162 of the Dutch Civil Code) towards LAPP. If the personnel of LAPP holds LAPP liable pursuant to Article 7:658 of the Dutch Civil Code or third parties involved by LAPP hold it liable pursuant to Article 6:171 of the Dutch Civil Code or a provision comparable to it, because the Other Party has not fulfilled its obligations pursuant to this Article, then LAPP has a claim to the payment of compensation by the Other Party pursuant to Article 6:74 of the Dutch Civil Code and Article 6:162 of the Dutch Civil Code, respectively.
- 6.9 LAPP is at any time authorised to refuse instructions in which the personnel of LAPP or third parties involved by it are exposed to hazards or circumstances in conflict with the Working Conditions legislation. LAPP is not liable for losses arising from this refusal.

#### **ARTICLE 7. DELIVERY PERIOD**

- 7.1 Delivery periods are indicative and cannot be considered firm periods. A delivery period being exceeded does not constitute a ground for suspension, damages, termination or (partial) dissolution.
- 7.2 Delivery periods commence after the confirmation of the instruction by LAPP as referred to in Article 3 of these General Terms and Conditions, but not earlier than after completion of all formalities and after receipt of all information, drawings, payments, advance payments, and securities required for the execution of the instruction.
- 7.3 Additional deliveries or work at the request of the Other Party beyond the original instruction do not come under the initially agreed delivery period.

#### **ARTICLE 8. DELIVERY**

- 8.1 Delivery and risk transfer take place Delivery Duty Paid (DDP) (Incoterms, most recent version).
- 8.2 If LAPP takes care of transport, then this will be free of charge for instructions exceeding EUR 350.00 excluding VAT or its equivalent in foreign currency. A EUR 25.00 freight surcharge is payable for instructions with a lower value. Transportation takes place at any time at the risk of the Other Party.
- 8.3 Return shipments are at the expense and risk of the Other Party.
- 8.4 Deliveries can take place in partial lengths. Lengths delivered can deviate from the lengths specified by up to 10%.
- 8.5 Delivery occurs in packaging arranged by LAPP. LAPP does not accept any liability for the packaging used. Used packaging will not be taken back.

#### **ARTICLE 9. RETENTION OF TITLE**

- 9.1 The ownership of the goods and/or performances sold, handed over or delivered will pass to the Other Party only after full payment of all that is owed with respect to the concerned goods and/or performances.
- 9.2 Until full ownership has been obtained, the Other Party is not entitled, nor is it possible for the Other Party, to alienate, pledge or otherwise encumber the concerned goods for the benefit of third parties, except if and in insofar this is necessary within the context of normal operations.
- 9.3 The Other Party will store the items delivered subject to retention of title carefully, separately, and adequately identifiable as items of LAPP.
- 9.4 The Other Party will at any time grant LAPP free access to premises and/or buildings to inspect the items and to exercise its rights.
- 9.5 Claims with respect to the sale of goods wholly or partially belonging to LAPP or benefits otherwise obtained from a violation of the retention of title as well as rights pertaining to a benefit pursuant to an insurance contract will be assigned in advance by the Other Party to LAPP as security.
- 9.6 On demand of LAPP, the Other Party will immediately and in writing provide all information pertaining to the goods wholly or partly belonging to LAPP, in particular about rights of third parties to these goods.
- 9.7 In the event of an attachment, a suspension of payment or involuntary liquidation, the Other Party will immediately inform the bailiff executing the attachment, the administrator or the receiver of the retention of title of LAPP and immediately notify LAPP in writing of the situation.

**ARTICLE 10. CANCELLATION**

- 10.1 Instructions and Agreements cannot be cancelled by the Other Party once they are confirmed by LAPP, unless LAPP consents to this.
- 10.2 In the event of a valid cancellation as referred to in Article 10.1 of these General Terms and Conditions, the Other Party owes a compensation in the amount of 30% of the agreed price, unless the costs incurred plus loss of profits exceed this amount, in which case the actual costs are payable. Costs incurred include, for instance, materials and raw materials purchased forward or not, processed or manufactured or raw, at the price paid by LAPP, including wage costs.
- 10.3 All claims or rights of the Other Party pertaining to what has already been performed by LAPP lapse in the event of a cancellation.
- 10.4 In the event of a cancellation, the Other Party will hold LAPP harmless against claims of third parties as a consequence of the cancellation of the instruction.

**ARTICLE 11. COMPLAINTS**

- 11.1 The Other Party is obliged to inspect the goods on quality and potential defects immediately after their delivery.
- 11.2 Complaints must be communicated within 14 days after delivery in writing and stating the reasons. If the complaint is not communicated within 14 days after the delivery, then the delivery will be considered to be accepted unconditionally and the Other Party will be considered to have waived all rights and powers that are available to the Other Party pursuant to this Agreement, these General Terms and Conditions, and the law. The burden of proof of a timely complaint falls upon the Other Party.
- 11.3 Small deviations from customary tolerances in the quality, quantity, and colour, among other aspects, do not constitute a ground for complaints, settlement, compensation, cancellation, termination, dissolution or suspension by the Other Party.
- 11.4 Goods can only be returned after a valid complaint and written acceptance of the return shipment by LAPP. Return instructions of LAPP must be complied with, under penalty of lapse of rights.
- 11.5 Complaints do not constitute a ground for settlement, compensation, cancellation, termination, dissolution or suspension by the Other Party.

**ARTICLE 12. GUARANTEE**

- 12.1 LAPP will only issue a guarantee for defects in the material and manufacturing defects in the case of use under normal circumstances up to six months after the delivery.
- 12.2 The liability pursuant to the guarantee specified in Article 12.1 of these General Terms and Conditions is limited to the repair, partial or complete take-back or replacement, all at the discretion of LAPP.
- 12.3 The repairs, processing, and inspections potentially to be performed in connection with this guarantee are performed at the risk of the Other Party.
- 12.4 Any claim to the guarantee specified in Article 12.1 of these General Terms and Conditions becomes extinguished if:
- the defects are visible defects that have not been communicated in writing to LAPP within 14 days after delivery or reception and inspection as specified in Article 11.1 of these General Terms and Conditions;
  - the defects are invisible defects that have not been communicated in writing to LAPP within 14 days after they were discovered or reasonably could have been discovered;
  - the defects are the consequence of improper use or a cause other than the faultiness of the material or the manufacture;

- the defects are related to the assembly or installation, irrespective of whether the assembly or installation was performed by LAPP or by the Other Party;
- the cause of the defects cannot be demonstrated clearly;
- the instructions provided for the use of the products and other specifically applicable guarantee instructions were not followed punctually and fully;
- the Other Party made or has had made changes and/or repairs to the delivered item without the express and written consent of LAPP (during the guarantee period);
- the Other Party did not, not properly or not timely fulfil any obligation pursuant to any Agreement with LAPP.

12.5 A guarantee is issued for parts that have not been made and produced by LAPP only if and insofar as LAPP has obtained a guarantee from its supplier and can submit a claim under that guarantee.

12.6 No guarantees are issued for items, materials, manufacturing methods, and designs prescribed by the Other Party, as well as for all defects directly or indirectly caused by this in other materials or goods.

**ARTICLE 13. LIABILITY**

- 13.1 Any liability of LAPP other than claims under the guarantee stipulation of these General Terms and Conditions is excluded, except and insofar as the Other Party can demonstrate that there is an intentional act or omission on the part of LAPP.
- 13.2 If and insofar as any liability rests on LAPP, for any reason, then this liability is at any time limited to the amount for which LAPP is insured and that will be paid out by the insurer under the concerned insurance.
- 13.3 If the insurer does not pay out or the loss is not covered by the insurance, then the liability of LAPP is at any time limited to the (partial) invoice value of the concerned delivery, excluding VAT.
- 13.4 LAPP is under no circumstance liable for consequential damage or losses, losses due to delays, loss of profits, damage to reputation, and environmental damage or claims for compliance with social insurance laws and tax laws by the Other Party and/or third parties involved by the Other Party. Furthermore, LAPP is under no circumstance liable for damage or losses and/or fines as a consequence of the Other Party or third parties exporting goods or having goods exported, in particular not if the goods do not comply with the legal and other requirements of the country to which they are being exported.

**ARTICLE 14. TERM OF FORFEITURE**

- 14.1 Each claim against LAPP will be extinguished by the mere expiry of 12 months, commencing on the day following the one on which the claim has become due and payable, or on the day following the one on which the aggrieved party became aware of the loss. Without prejudice to what has been stipulated above, the aforementioned periods for claims pertaining to defects, damage, decrease in value or loss of goods will commence on the day following the day on which the goods have been delivered as specified in Article 8 of these General Terms and Conditions or, if no delivery took place, the day on which the goods should have been delivered.

**ARTICLE 15. PRODUCT LIABILITY**

- 15.1 The Other Party will indemnify LAPP against all claims of third parties pursuant to product liability arising after delivery by LAPP.
- 15.2 The Other Party is obliged to inform LAPP of this within 3 days after the Other Party has been contacted pursuant to the

statutory regulation of product liability. LAPP will lend its cooperation to the settlement of the liability claim, where feasible.

#### **ARTICLE 16. FORCE MAJEURE**

- 16.1 In the event of force majeure, LAPP is authorised to suspend its obligations wholly or partly, or to consider the Agreement as terminated without judicial intervention, without being liable to compensate the Other Party for any losses, costs, and interests.
- 16.2 On the part of LAPP, force majeure shall be taken to include in any case:
- a. defects and/or breakdowns in means of transport, production equipment or energy supply;
  - b. stagnation in the Netherlands and/or other countries in the supply of goods, raw materials and/or energy;
  - c. non-delivery or late delivery to LAPP by suppliers in the Netherlands and/or other countries;
  - d. fire or other accidents in LAPP's enterprise;
  - e. strikes and/or not being able to dispose of sufficient or qualified persons;
  - f. loss or damage to goods in transport;
  - g. natural disasters or other externally originating circumstances;
  - h. war(s) and other instability, sanction legislation, trade embargo(s), and other public impediments.

#### **ARTICLE 17. INDEMNIFICATION**

- 17.1 The Other Party indemnifies LAPP against all claims from third parties and the costs arising therefrom and the losses related to the fulfilment of the Agreement.

#### **ARTICLE 18. DISSOLUTION**

- 18.1 If the Other Party fails to fulfil any obligation, including but not limited to payment, under the Agreement towards LAPP, then LAPP is authorised to consider the Agreement as dissolved without notice of default, without prejudice to LAPP's right to full indemnification of costs, damage, interests, lost profits, and all further rights pursuant to the law.
- 18.2 The authority to dissolve also belongs to LAPP if LAPP thinks that the Other Party has lost creditworthiness, or that the Other Party has applied for a provisional suspension of payment, has been declared to be in liquidation or in the case of the cessation or winding up of the enterprise of the Other Party.
- 18.3 The damage or loss suffered or to be suffered as referred to in the above-mentioned stipulations amounts to at least 10% of the agreed price, without LAPP being obliged to demonstrate that this damage or loss has been or will be suffered.

#### **ARTICLE 19. INTELLECTUAL PROPERTY**

- 19.1 Intellectual property rights, including copyrights, patents, trademark rights, mobile rights, drawings, and rights to trade names will at any time belong exclusively to LAPP.
- 19.2 If the Other Party is granted the authority to use any right of LAPP as referred to in Article 19.1 of these General Terms and Conditions, then that authority will in any case lapse at the end of the duration of the Agreement.
- 19.3 The Other Party indemnifies LAPP against liability resulting from an infringement of patents, licenses or other rights as a consequence of the use of data provided by or on behalf of the Other Party.

#### **ARTICLE 20. CONFIDENTIALITY**

- 20.1 The Other Party undertakes that it, its employees, entities affiliated with it and/or third parties involved by it in the fulfilment of the Agreement will not disclose confidential information pertaining to the Agreement, the enterprise, relationships, and management of LAPP, including information about or pertaining to production facilities, production processes, systems, equipment, costs, customers, and complaints, without the prior written consent of LAPP.
- 20.2 The obligation of confidentiality referred to in Article 20.1 does not apply to information of which the Other Party can demonstrate by means of written proof that this:
- a. was already generally known or available at the moment of disclosure or became so afterwards, other than through an action or omission of the Other Party, or;
  - b. was developed independently by the Other Party without any use of information disclosed by LAPP, or;
  - c. must be disclosed by the Other Party pursuant to the law, any regulation or rule of a body recognised by the government, or a binding judgment of a court or another governmental authority against which no appeal is possible. In that case, the Other Party will timely notify LAPP accordingly in writing so that the scope of the disclosure by the Other Party can be limited to what is strictly necessary in consultation with LAPP.
- 20.3 The Other Party is liable to forfeit an immediately payable penalty of EUR 5,000 for each violation, plus EUR 1,000 for each day that the violation continues, without prejudice to LAPP's right to indemnification pursuant to the law.
- 20.4 The Parties will continue to be bound by this obligation of confidentiality included in this stipulation for at least three years after the termination or dissolution of an Agreement.

#### **ARTICLE 21. NULLITY**

- 21.1 If one of the stipulations of these General Terms and Conditions is nullified, is deemed null and void or turns out to be non-binding in any other way, then this will not affect the validity of the other stipulations of these General Terms and Conditions, and the Parties will, in proper consultation, agree on a valid stipulation resembling as much as possible the concerned stipulation.

#### **ARTICLE 22. APPLICABLE LAW**

- 22.1 The legal relationship between LAPP and the Other Party is governed exclusively by the law of the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 (Vienna Sales Convention) is excluded.

#### **ARTICLE 23. COMPETENT COURT**

- 23.1 All disputes arising from or related to the legal relationship between LAPP and the Other Party, the Agreement, these General Terms and Conditions, any offer and instruction or commitment to and/or with LAPP will be resolved only by the Court of East Brabant (Rechtbank Oost-Brabant), 's-Hertogenbosch location, without prejudice to the right of LAPP to bring disputes before the court of the domicile of the Other Party.