

Terms and conditions of Westerink Parts B.V. located in 8271 RW IJsselmuiden at Tasveld 18

1: Applicability

- 1.1. These conditions apply to all offers which Westerink Parts B.V. makes, to all agreements which it concludes and to all agreements which follow from it, all to the extent that Westerink Parts B.V. is provider or contractor.
- 1.2. Westerink Parts B.V. who uses these conditions is also referred to as contractor/vendor. The other party is also referred to as client/purchaser.

2: Offer

- 2.1. All offers of contractor/vendor are free of obligation.
- 2.2. The offer loses its validity if it is not unconditionally accepted by the other party in writing within 14 days after its date.
- 2.3. Each offer is based on the information provided by the other party. The other party guarantees the correctness and completeness of this information.
- 2.4. If the other party does not accept the offer, the contractor/vendor has the right to charge all costs related to the offer to the other party.

3. Formation agreement

- 3.1. The agreement is first formed by confirmation in writing of contractor/vendor or, in the event the agreement is formed electronically, by electronic or written confirmation of contractor/vendor.
- 3.2. The confirmations referred to under a. are considered to fully reflect the agreement with the other party.
- 3.3. If the agreement is concluded between contractor/vendor and another party acting in the exercise of a profession or business, what is stipulated in article 6:227b paragraph 1 of the Dutch Civil Code (information obligations) as well as what is stipulated in article 6:227c of the Dutch Civil Code (formation agreement) will not apply.

4. Advice and provided information

- 4.1. Client/purchaser may not derive any rights from advice and information from contractor/vendor which is not directly related to the assignment.
- 4.2. If client/purchaser provides information to contractor/vendor, contractor/vendor is allowed to assume its correctness and completeness for the execution of the agreement.
- 4.3. Client/purchaser indemnifies contractor/vendor for any claim of third parties pertaining to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like, provided by or on behalf of client/purchaser. Client/purchaser will reimburse all damage to be suffered by contractor/vendor, including costs incurred in its entirety for defence against these claims.

5. Prices

- 5.1. The prices are excluding: (1) turnover tax and other levies which are imposed by the government; (2) costs of packaging; (3) travel time, travel, parking and accommodation expenses; (4) costs to prevent or limit damage to the things present with the execution of work activities. Contractor/vendor has the right to charge these costs to the other party separately.
- 5.2. Offers and confirmations of contractor/vendor take place on the basis of prices and circumstances as these are at the time of that offer or confirmation.
- 5.3. Contractor/vendor is allowed to charge an increase of cost-determining factors, which arose after the conclusion of the agreement, to client. Client is obligated to pay the price increase upon first request of contractor.
- 5.4. In the event of amendment or addition to the agreement upon request of the other party, contractor/vendor is allowed to increase the price according to its customary rates. Contractor/vendor is never obligated to comply to such a request and may require that a separate agreement in writing is concluded for it.
- 5.5. If there is additional work, contractor/vendor has the right to increase the price. Additional work is charged on the basis of the price determining factors which apply at the time the additional work is agreed upon. Changes in the work result in additional work, under any circumstance, if there is a change in the design, the specifications or the documentation or if the information provided by the other party does not correspond with reality.

6. Delivery time

- 6.1. The delivery time and/or construction period is approximated by contractor/vendor. For the determination of the delivery time and/or construction period, contractor/vendor assumes the circumstances which are known to contractor/vendor at that time. The estimated and issued delivery time and/or construction period is never a strict deadline.
- 6.2. If there are other circumstances than those known to contractor/vendor upon determination of the delivery time and/or the construction period, contractor/vendor may extend the delivery time and/or construction period with the time needed to execute the agreement under these circumstances. If the work activities cannot be fitted into the planning of contractor/vendor in that case, they will be carried out as soon as the planning allows for it.
- 6.3. If there is additional work, the delivery time and/or construction period is extended with the time needed to have the materials and parts for it be delivered and to perform the additional work. If the additional work cannot be fitted into the planning of contractor/vendor, then the work activities will be carried out as soon as the planning allows for it.

Terms and conditions of Westerink Parts B.V. located in 8271 RW IJsselmuiden at Tasveld 18

6.4. If there is a suspension of obligations by contractor/vendor, the delivery time and/or construction period is extended with the duration of the suspension. If continuation of the work activities cannot be fitted into the planning of contractor/vendor, the work activities will be carried out as soon as the planning allows for it.

6.5. Each liability of contractor/vendor for exceeding the delivery time and/or construction period is ruled out.

7. Delivery and risk transfer

7.1. Delivery takes place at the time the contractor/vendor makes the thing available at the business location to client/purchaser and has communicated to client/purchaser that the thing is available for client/purchaser. From that time, client/purchaser bears, among other things, the risk of the thing for storage, loading, transport and unloading.

7.2. Client/purchaser and contractor/vendor may agree that contractor/vendor provides for the transport. The risk of, among other things, storage, loading, transport and unloading is also borne by client/purchaser in that case. Client/purchaser may insure itself against these risks.

7.3. If there is a case of exchange and client/purchaser is keeping possession of the things to exchange while awaiting delivery of the new thing, the risk of the things to exchange is borne by client/purchaser until the time that it is in possession of contractor/vendor. If client/purchaser cannot deliver the thing to exchange in the condition it was in when the agreement was concluded, contractor/vendor may dissolve the agreement.

8. Force majeure

8.1. A failure in the performance of the obligations may not be attributed to contractor/vendor, if this failure is the consequence of force majeure.

8.2. Force majeure is meant to be understood, among other things, as the circumstance that third parties hired by contractors/vendor such as suppliers, subcontractors and transporters, or other parties of which client is dependent, do not comply with their obligations, or do not do so in a timely manner, weather conditions, natural disaster, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, roadblocks, strikes or work stoppages and import or trade restrictions.

8.3. Contractor/vendor has the right to suspend the performance of the obligations if temporarily prevented to perform the obligations towards client/purchaser due to force majeure. If the situation of force majeure lapses, contractor/vendor performs the obligations as soon as the planning allows for it.

8.4. If there is a case of force majeure and performance is and will remain impossible, or the temporary situation of force majeure has continued for over six months, contractor/vendor is entitled to dissolve the agreement in whole or in part with immediate effect. In those cases, client/purchaser is entitled to dissolve the agreement with immediate effect, but only for that part of the obligations which has not yet been performed by contractor/vendor.

8.5. Parties have no right to reimbursement of the damage suffered or to be suffered as a consequence of the force majeure, suspension or dissolution as referred to in this article.

9. Claims of third parties

9.1. An order/purchase is only carried out for the client/purchaser, not also for involved parties with the client/purchaser.

9.2. The client/purchaser indemnifies contractor/vendor against all claims of third parties related to an order and/or work activities performed for the client and/or purchase and sale. Also costs of defence incurred by contractor/vendor against such claims of third parties are borne by the client/purchaser.

10. Liability general

10.1. The total liability in relation to an order/sale and/or work activities performed for the client/purchaser or things sold by contractor/vendor limited to the amount of the fee/purchase price owed and paid by the client/purchaser in the matter of the order/purchase in question to contractor/vendor, this up to a maximum of 15% of the total order or purchase price (excluding VAT) of that part of the agreement which the damaging event connects to the most. The 'total liability' is any liability added together, based on any legal basis or bases whatsoever (including obligations to undo).

10.2. The *limitations* of the scope of liability in these terms and conditions (such as in article 10.1) do not affect the *exclusions* of liability in these terms and conditions (such as in articles 10.3, and 10.4). The following also applies: if an *exclusion* of liability does not apply in such a case, the limitations of the extent of liability still apply in full.

10.3. Liability for indirect damage or loss or consequential damage or loss is ruled out under all circumstances. Examples of such damage are: lost profit, missed savings, damage and loss due to business interruption, loss due to delay and contractual penalties to be paid to third parties.

10.4. Contractor/vendor makes an effort to prevent "**cyber incidents**" and to limit its negative consequences. A "cyber incident" is a violation of the security policy of a computer system (in the broadest sense of the word) to affect the integrity or its availability and/or the unauthorised access or attempt to unauthorised access to a computer system; examples are malicious disruption and/or 'denial of service' (in addition to (attempts of) unauthorised access to a computer system and/or data (possibly resulting in data breaches)). The liability in relation to a cyber incident is ruled out.

10.5. The limitations and exclusions set out in these terms and conditions of, and indemnifications against liability, do not apply to the extent that liability is the result of intent, gross negligence or deliberate recklessness of contractor/vendor or of with persons charged with the management of its business.

11. Complaints

11.1. A complaint pertaining to the performed work activities and/or the invoice amount needs to be disclosed to contractor in writing within 14 days after the date of dispatch of the documents or information on which client complains, or within 14 days after the discovery of the defect if client shows that he could not have reasonably discovered the defect at an earlier time.

11.2. If the complaint is not made in a timely manner, then all rights of client lapse in relation to the complaint.

11.3. Complaints about goods to which changed were made by others than by contractor/vendor or by third parties hired by contractor/vendor are not accepted. The other party also can no longer invoke a defect in the agreed upon performance if the product delivered by contractor/vendor is not used in accordance with the instructions for use. Complaints do not suspend the obligation of the purchaser towards payment, also if they appear well-founded, while compensation by the other party is also not allowed.

12. Things not taken possession of

12.1. Client/purchaser is obligated to actually take possession of the thing or things which is or are subject to the agreement at the agreed upon location after the end of the delivery time or construction period.

12.2. Client/purchaser needs to grant all cooperation, free of charge, in order to give contractor/vendor the opportunity to deliver.

12.3. Things not taken possession of are stored at the risk and expense of client/purchaser.

12.4. Upon violation of the provision from paragraph 1 or 2 of this article, client/purchaser, after contractor/vendor has put client/purchaser in default, owes a penalty to contractor/vendor per violation of € 250 per day with a maximum of € 25,000. This penalty can be claimed in addition to damages pursuant to the law.

13. Payment

13.1. If no payment term is specified on the invoice, invoices need to be paid by the other party to contractor/vendor at a bank account designated by contractor/vendor, no later than within 14 days after the date of the invoice, or within a different payment term agreed upon in writing between the other party and contractor/vendor. Contractor/vendor is entitled to invoice to the other party in the interim period by means of partial invoices.

13.2. The other party is obligated to provide sufficient security, at its discretion, for payment of the amount owed pursuant to the agreement upon first request of contractor/vendor. In the event of failure to comply to this request, or failure to do so in a timely manner, contractor/vendor is entitled to suspend the delivery or dissolve the agreement and recover damage from the other party.

13.3. All which contractor/vendor has to claim pursuant to any agreement from the other party, is immediately due and payable if: (1) a payment term is exceeded; (2) things or receivables of the other party are attached; (3) in the event that the other party is a company, the other party is dissolved, wound-up, went bankrupt or requests suspension of payment; (4) in the event that the other party is a natural person, the other party makes the request to be admitted to judicial debt restructuring, is placed under guardianship or dies.

13.4. If payment does not take place within the agreed upon payment term, the other party immediately owes interest to contractor/vendor. The interest amounts to 12% per year, but is equal to the legal interest for commercial transactions (article 6:119a of the Dutch Civil Code) if this is higher. The other party also owes all extrajudicial costs to contractor/vendor, of which the amount is at least 15% of the total amount of what the other party will be owed to contractor/vendor.

13.5. If the decision is made in contractor/vendor's favour in a judicial procedure, then all costs which are incurred in relation to this procedure are at the expense of the other party.

13.6. The right of the other party to settle receivables on contractor/vendor is ruled out.

13.7. The other party may provide an authorisation to contractor/vendor to collect amounts owed by the other party from the other party by direct debit. If contractor/vendor collects an amount from the other party with the use of such collection, contractor/vendor will inform the other party about this at least one (1) working day prior to the collection being executed by means of prenotification. The prenotification may be communicated separately, as part of the invoice or in another manner to be determined by contractor/vendor.

14. Property

14.1. The delivery of things by contractor/vendor takes place subject to extended retention of title. After delivery, contractor/vendor remains owner of all things delivered by contractor/vendor as long as all current and future receivables pertaining to all deliveries of things and related work activities, the amounts referred to in article 13.4. of these Terms and Conditions, the costs of collection and other costs and damage, are not fully paid.

14.2. As long as the delivered things are subject to retention of title, the other party is not allowed to encumber or alienate these outside of the normal business operations.

14.3. After contractor/vendor has invoked the retention of title, all things delivered by contractor/vendor may be taken back. The other party allows contractor/vendor to access the location where these things are located.

14.4. If contractor/vendor cannot invoke the retention of title because the delivered things are mixed, deformed or copied, the other party is obligated to pledge the newly formed things to contractor/vendor.

Terms and conditions of Westerink Parts B.V. located in 8271 RW IJsselmuiden at Tasveld 18

15. Dissolution

15.1. In the event of dissolution, for any reason whatsoever, the other party pays at least a fixed compensation, which amounts to 25% of the purchase price. This fixed compensation concerns a minimum and does not affect the other rights and especially if the damage is higher than the specified 25%.

15.2. Contractor/vendor or client/purchaser respectively have the right to consider the agreement as dissolved by operation of law in whole or in part and with immediate effect if provisional or definitive suspension of payment is granted to the other party, or if the other party is declared bankrupt. Considering the agreement as dissolved by operation of law pursuant to one of these grounds takes place by registered letter to the other party.

16. Disputes.

All disputes related to or following from the Agreement will exclusively be submitted to the competent (civil) court of the location or business location of contractor/vendor, the Netherlands and are solely governed by and interpreted under Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly ruled out in this context.

All disputes connected to or ensuing from the Agreement will exclusively be brought before the competent court in district Overijssel (location Zwolle), The Netherlands and are exclusively governed by and construed according to Dutch law. In this respect the applicability of the Vienna Convention on the International Sale of Goods is expressly excluded.

17. Conversion

If any provision of these Terms and Conditions is void or voidable, the other provisions of these Terms and Conditions will remain in full force and effect and contractor/vendor and the other party will enter into consultation in order to agree on a new provision to replace the void or voided provision, for which the purpose and scope of the void or voided provision is observed as much as possible.