

Terms and Conditions De Ridder BV

General terms and conditions regarding sale, delivery, and payment

Article 1 Applicability

1.1 These terms apply to all agreements in which De Ridder B.V. in Assendelft, hereinafter referred to as the supplier, acts as the manufacturer and/or seller and supplier of goods and services, in the broadest sense, towards its counterparty, hereinafter referred to as the buyer, and all agreements arising therefrom.

1.2 Changes to the agreement are only valid if explicitly communicated in writing to the supplier and accepted in writing by the supplier.

Article 2 Offers

2.1 All offers are non-binding unless they contain a deadline for acceptance by the buyer. If an offer contains a non-binding proposal and is accepted, the supplier has the right to revoke the offer within two days of receiving acceptance.

2.2 Verbal and/or telephone agreements only apply if confirmed in writing by the supplier.

2.3 The supplier is authorized to change prices of already concluded agreements if:

- a. the change is due to changes in established rates of foreign currency;
- b. after the conclusion of the agreement, prices of goods not manufactured by the supplier, wages, salaries, social or other government burdens, duties, freight, and insurance premiums change.

2.4 In the case referred to in section 3, the buyer does not have the right to terminate the agreement in whole or in part.

2.5 The supplier has the right to demand sufficient security from the buyer for the fulfillment of its obligations towards the supplier before delivery or continuing delivery; otherwise, the supplier is entitled to terminate the agreement.

2.6 If there is a non-attributable shortcoming on the part of the supplier, the supplier has the right to terminate the agreement with the buyer.

2.7 In the case referred to in section 3, the supplier may refuse delivery if it reasonably assumes that the buyer will not comply with the agreement according to the amendment.

2.8 Unless otherwise indicated, all prices are exclusive of VAT.

Article 3 Delivery

3.1 The agreed delivery time only begins once the supplier has received all necessary data and documents for the execution of the agreement and any advance payments and/or securities.

3.2 Agreed delivery times shall never be considered fatal deadlines unless expressly agreed otherwise in writing. In the event of late delivery, the supplier must be expressly notified in writing.

3.3 In the case referred to in section 2, the buyer does not have the right to terminate the agreement without further ado, except in the case of intent or gross negligence on the part of the supplier.

3.4 Goods are considered delivered as soon as they have been received and accepted by the buyer at the agreed location.

- 3.5 The transportation of goods is at the supplier's expense. The means of transport is determined by the supplier. This section can be deviated from in writing.
- 3.6 Unless expressly agreed otherwise in writing, the costs of installation of the devices supplied by the supplier are not included in the stated prices and will be charged separately to the buyer according to the supplier's installation rates and conditions.
- 3.7 If installation costs are included in an agreement, the costs referred to in sections 9 and 10 are borne by the buyer, as well as all additional costs, especially those arising from the failure of the buyer to fulfill obligations as mentioned below.
- 3.8 The buyer ensures that the supplier's installer can begin work as soon as he arrives at the installation site.
- 3.9 Any additional work, such as provisions for hanging machines, installation of pipes, wall sockets, and outlets, is at the buyer's expense and will not be carried out or supplied by the supplier, except at separately charged prices.
- 3.10 All provisions, whether or not made according to data and drawings provided by the supplier, for the installation of devices to be mounted and/or for the proper functioning of these devices, performed by third parties, are at the buyer's risk and expense. The supplier is in no way liable for their execution.
- 3.11 Notwithstanding the provisions of this article, the supplier has the right to refuse the installation of devices supplied by it if the provisions made, in the opinion of the supplier, do not comply with the requirements set by the supplier, without being obliged to pay any compensation to the buyer.
- 3.12 The supplier is authorized to refuse delivery of its food products in premises provided by or on behalf of the buyer that do not meet the supplier's safety and cleanliness requirements, and to charge the resulting damage to the buyer.
- 3.13 The buyer ensures that all necessary safety and other precautionary measures and environmental regulations are observed by itself and by the personnel it employs for the execution of the agreement.
- 3.14 If the installer cannot continue the installation due to circumstances beyond the supplier's control, the resulting costs are borne by the buyer.
- 3.15 As long as the transfer of ownership, as referred to in article 6.1, has not occurred, the already delivered goods are not to be regarded as part of the inventory.

Article 4 Partial Deliveries

- 4.1 If it has been agreed that the delivery of purchased goods takes place in portions, hereinafter referred to as partial deliveries, each delivery is considered as a separate delivery transaction, with all legal consequences thereof.
- 4.2 Consequently, payment for the individual partial deliveries occurs within 14 days of the invoice date of each individual partial delivery, unless expressly agreed otherwise in writing.
- 4.3 In the case referred to in section 1, the buyer is obliged to accept each individual partial delivery immediately.
- 4.4 Call-off orders are to be called off within the periods set in the agreement.
- 4.5 If the buyer fails to pay for any partial delivery on time, the supplier has the right to suspend further deliveries, subject to the provisions of section 6, until the buyer has fulfilled its obligations.

4.6 In the event of sections 4 and 5, the supplier also has the right, based on attributable shortcoming, to terminate the agreement in whole or in part and/or to claim damages, without the need for a formal notice of default and without judicial intervention.

4.7 If the goods yet to be delivered have not yet been manufactured or purchased by the supplier, the compensation referred to in section 6 of this article is fixed at 30% of the purchase price of the remaining portions to be delivered.

Article 5 Risk

The goods are at the supplier's risk from the moment they leave the supplier's factory or warehouse.

Article 6 Retention of Title

6.1 The delivery of the goods to the buyer occurs under the express retention of title until the buyer has fully fulfilled its agreed payment obligations, including installation and/or other costs, including obligations due to the buyer's non-compliance with the concluded agreement.

6.2 By entering into an agreement with the supplier, the buyer establishes a silent pledge on all goods to be delivered by the supplier as security for the payment of all claims the supplier has against the buyer, until all those claims are fulfilled.

6.3 The buyer has the right to resell, process, or transform the goods referred to in sections 1 and 2 in the context of its normal business operations.

6.4 The buyer is liable to the supplier for all damage occurring to the goods prior to the transfer of ownership referred to in section 1 of this article.

Article 7 Payment

7.1 Payment takes place in the agreed currency, unless expressly stated otherwise in writing, without any deduction and/or set-off.

7.2 Payment is to be made punctually within fourteen days of the invoice date, unless expressly stated otherwise in writing.

7.3 As soon as the buyer knows or should reasonably know that it cannot, cannot timely or cannot adequately fulfill its obligations, it must immediately notify the supplier in writing, stating the circumstances that lead to this non-compliance.

7.4 If payment has not been made within the agreed payment term or within fourteen days after the invoice date, the buyer is in default without the need for a formal notice of default and without judicial intervention.

7.5 In case of section 4, the buyer owes the supplier interest of 1.5% per month on the invoice amount, starting from the due date of the invoice, while if the supplier is forced to hand over the claim, the buyer is obliged to pay all judicial costs, with extrajudicial costs established at a minimum of 10% of the principal.

7.6 In case of section 4, the supplier is entitled to immediately claim compensation for damages caused by the delay.

7.7 In case of section 4, the supplier has the right to immediately terminate the agreement.

7.8 In case of section 4, the supplier is entitled to suspend its obligations towards the buyer.

7.9 In case of section 4, the supplier has the right to store the delivered but unpaid goods at the buyer's expense and risk at a location of its choice.

7.10 Any payment made by the buyer first serves to pay the costs, the interest, and then the due invoices that have been outstanding the longest, even if the buyer states that the payment relates to another invoice.

Article 8 Warranty

8.1 Subject to the limitations set forth hereafter, the supplier guarantees the soundness and good quality of delivered equipment for a warranty period of six months from the time of delivery, unless expressly agreed otherwise in writing.

8.2 For goods or parts of goods that the supplier does not manufacture itself, the supplier only grants a warranty if and insofar as its supplier in turn has provided the supplier with a warranty. In this case, the supplier informs the buyer of the warranty conditions of its suppliers and the period within which that warranty can be invoked at the time of delivery of the goods and/or services.

8.3 The obligation referred to in section 1 applies to suppliers only if the buyer demonstrates that the defect or shortcoming arose within the warranty period mentioned in section 1 and is solely the result of the soundness or poor quality of the materials used, the manufacturing, or the execution.

8.4 Excluded from the warranty are, in any case, defects that arise wholly or partially due to:

- a. failure to comply with operating and maintenance instructions or use other than the intended normal use;
- b. normal wear and tear;
- c. assembly/installation or repair by third parties, including the buyer;
- d. the application of any government regulation regarding the nature or quality of the materials used;
- e. materials or goods used in consultation with the buyer;
- f. materials or goods provided by the buyer for processing;
- g. parts obtained by the buyer from third parties, provided that the third party has not granted a warranty to the buyer;
- h. the use of raw materials not supplied by the supplier concerning machines and/or machines.

8.5 When the warranty referred to in this article applies, the supplier is obliged to replace or repair the defective item at its discretion.

8.6 Replacement does not extend beyond the free delivery of a new item.

8.7 If the supplier replaces parts/goods to fulfill its warranty obligations, the replaced parts/goods become the property of the supplier.

8.8 Notwithstanding the replacement or repair, the original warranty period remains in effect.

8.9 Regarding the repairs or revision work performed by the supplier or other services, unless expressly agreed otherwise in writing, only a warranty is given on the soundness of the execution of the commissioned work, for a period of six months. This warranty entails the sole obligation of the supplier to reperform the defective work to the extent that it is defective.

8.10 The supplier's alleged failure to comply with its warranty obligations does not relieve the buyer from the obligations arising from any agreement entered into with the supplier.

Article 9 Liability

9.1 The supplier is not liable for damage caused to the buyer and/or third parties by the supplier or by the persons or means employed by it in the execution of the agreement, except as provided in article 8 and unless there is intent or gross negligence.

9.2 The supplier is never liable to the buyer for any consequential damage, business damage, indirect damage, damage to third parties, and/or lost profits, unless there is intent or gross negligence on the part of the supplier itself.

9.3 The supplier is not liable for damage suffered by the buyer and/or third parties, which is directly or indirectly caused by the product itself, unless the supplier must be regarded as the manufacturer in the sense of article 185 book 6 NBW, and the provisions a to f of that article do not apply and then only for the damage referred to in article 190 book 6 NBW.

9.4 Regardless of what has been agreed, the supplier is in no case liable for more than the invoice value of the goods due to which the buyer has suffered damage.

9.5 Advice given by the supplier regarding qualities, execution forms, sizes, etc., is provided to the best of its knowledge, but the buyer cannot make any claims against the supplier concerning such advice.

9.6 In the case of manufacturing goods according to drawings, models, samples, or other instructions in the broadest sense provided by the buyer or third parties on behalf of the buyer, the buyer assumes full responsibility and indemnifies the supplier in this regard against claims that the manufacturing and/or delivery of these articles does not infringe any brand, patent, utility model, or other rights of third parties.

9.7 If a third party raises an objection based on an alleged right against the manufacturing and/or delivery of the mentioned goods, the supplier is immediately entitled to cease manufacturing and/or delivery and to demand compensation for incurred costs from the buyer, without prejudice to its right to compensation and without the buyer having a right to compensation against the supplier.

9.8 The supplier is not liable for damage to or loss of goods from the buyer and/or third parties which were entrusted to it in connection with the preparation or execution of an agreement, except in cases of intent or gross negligence on the part of the supplier.

9.9 The buyer indemnifies the supplier against claims from third parties for compensation of damages against the buyer based on liability of any kind.

Article 10 Non-attributable Shortcoming

10.1 For the purposes of these General Terms and Conditions, a non-attributable shortcoming is understood to mean: any circumstance independent of the will of the supplier that permanently or temporarily prevents compliance with the agreement by the supplier, including:

- failure, unsatisfactory, or untimely delivery by suppliers to the supplier;
- illness of supplier personnel;
- defects in auxiliary and transport means;
- fire;
- strikes;
- traffic obstructions;
- government measures;
- war or other unrest;
- weather influences.

10.2 In the event of section 1, the supplier is entitled to terminate the agreement without the need for a notice of default and without judicial intervention or to suspend its obligations for the duration of the non-attributable shortcoming, without the buyer having the right to compensation from the supplier.

10.3 In the case of a non-attributable shortcoming on the part of the buyer, the supplier always has the right to terminate the agreement and, unless the fulfillment of the agreement by the buyer is permanently impossible, the right to suspend its obligations towards the buyer for the duration of the shortcoming, without the buyer having the right to any form of compensation.

Article 11 Right to Complain

11.1 If the delivered goods and/or services do not meet the requirements of the agreement, the buyer has the right to demand proper compliance with the agreement from the supplier, hereinafter referred to as a complaint.

11.2 The right to complain only applies if the buyer has reported the deficiencies, defects in the delivered goods, or delays in delivery in writing within eight days of discovering the aforementioned deficiencies, defects, or delays.

11.3 The right to complain does not exist if the goods have been processed or consumed.

11.4 Defects in part of the delivery do not give rise to refusal of the entire shipment.

11.5 Returns of delivered goods are only allowed if explicit, written permission has been obtained from the supplier.

11.6 The right to complain does not grant the buyer the right to suspend its payment obligations.

Article 12 Termination

12.1 If the buyer fails to comply with one or more of its obligations arising from the agreement, the law, custom, or the requirements of reasonableness and fairness, is declared bankrupt, applies for a moratorium on payments, proceeds to liquidate its business, or its assets are wholly or partially seized, the supplier has the right to consider the agreement terminated, without the need for a notice of default and without judicial intervention.

12.2 If the situation in section 1 occurs, the supplier has the right to suspend further deliveries and immediately demand payment for already delivered goods and services.

Article 13 Industrial Property

13.1 All drawings, images, product compositions, measurements, and weight specifications provided by the supplier, as well as all other information provided to the buyer in the context of the agreement, remain the property of the supplier, with express reservation of copyright, model, and patent rights.

13.2 Unless prior express written consent has been obtained from the supplier, the buyer is prohibited from copying these documents or making them available to third parties for inspection or otherwise.

13.3 If a special packaging is designed and/or a product is composed specifically for the buyer at the buyer's request, that design and/or product composition remains the property of the supplier at all times.

13.4 If the situation in section 3 occurs and the buyer terminates the agreement for any reason, the buyer is obliged to purchase the specially manufactured packaging material from the supplier at cost price, as far as it is still in stock.

Article 14 Disputes

Any disputes arising between the parties will be settled by the competent court in the supplier's place of residence, except for disputes for which only the Subdistrict Court is competent and in disputes with consumers, in which two cases the disputes will be settled by the territorially competent court designated by law.

Article 15 Applicable Law

These General Terms and Conditions and all agreements to which these General Terms and Conditions may apply are exclusively governed by Dutch law, including the Vienna Sales Convention (Convention on the International Sale of Goods 1980).