

## GENERAL TERMS AND CONDITIONS OF SALE

### Definitions

- a) **General Terms and Conditions:** The provisions applicable to all transactions between Nedri and the Buyer.
- b) **Buyer:** the party that enters into a written and/or verbal agreement with Nedri Spanstaal B.V. (hereinafter 'Nedri') or places an order digitally.
- c) **Purchase:** Any written, verbal or digital agreement for the delivery of products and/or services to the Buyer by Nedri.
- d) **Quotation:** Any verbal and/or written offer from Nedri to enter into an agreement and/or assignment with the (potential) Buyer.
- e) **Packing slip:** The confirmation of delivery enclosed with the goods, possibly supplemented with transport documents such as a CMR consignment note.
- f) **Materials:** All reports, advice, results, drawings, databases, concepts, presentations and other written and/or digital documents and/or goods and/or services created by Nedri.
- g) **Prices:** The prices stated are Ex Works (in accordance with Incoterms) and exclusive of VAT, import duties and other levies, unless otherwise stated.
- h) **Delivery:** Unless otherwise agreed, Nedri delivers Ex Works in accordance with the Incoterms. Deviations from that can only be agreed on in writing.

### Applicability of the General Terms and Conditions

1. These General Terms and Conditions apply to all offers, quotations, agreements, orders, work and/or services of any nature whatsoever that are supplied by Nedri to another party.
2. Any general terms and conditions of the Buyer are explicitly excluded. These General Terms and Conditions apply exclusively.

### Formation of the Agreement

3. Quotations are based on the information provided to Nedri by the Buyer. The Buyer guarantees that all information provided is correct and complete. Nedri is not responsible or liable for the (in)correctness and/or (in)completeness of the information provided by the Buyer and the use thereof.
4. The Purchase is made by the Buyer placing an order, which has been accepted by Nedri.
5. The delivery period(s) stated by Nedri are indicative. The agreed or stated delivery period will not be deemed a final deadline. The delivery period only starts once Nedri has confirmed the order and has received all information for the materials to be delivered.

### Weights of Materials to be delivered

6. In all cases, Nedri determines the weight and/or size of the (ordered) products. Nedri notes the weights of the products on the packing slip. The weights determined by Nedri are in any case valid between the parties, unless Nedri adjusts the weight of the products in writing.

### Transfer of risk of Materials

7. Once the Materials are loaded at Nedri's factory Ex Works, any damage and/or loss of the Materials will be at the expense and risk of the Buyer.
8. If and to the extent that another form of Delivery has been agreed on, the risk of the product will pass from the moment of legal delivery (in accordance with the Incoterms).

### Retention of title

9. Ownership of the materials to be delivered by Nedri will only be transferred to the Buyer once the Buyer has paid everything he owes Nedri. This reservation also applies if the Buyer has processed the goods delivered by Nedri into a new product. Nedri reserves the right to withdraw permission for resale or further processing if it deems there is reasonable cause to do so.

### Delivery

10. If and to the extent that Nedri delivers in a manner other than Ex Works, the materials can be delivered to an address/location specified by the Buyer. The Buyer is responsible for the correctness of the specified address/location. The delivery address will be indicated in an order confirmation. If and to the extent that the Buyer does not immediately indicate an inaccuracy in the order confirmation, this will be entirely at the Buyer's expense and risk. The Buyer will at all times ensure that the Materials can be unloaded.

### Payment

11. Payment of the invoice issued by Nedri must be made within the payment term stated on the quotation and/or invoice. Deviations from that can only be agreed on in writing.
12. If the payment term is exceeded, the Buyer will be in default by operation of law immediately, without notice of default being required.
13. Nedri is authorised to charge the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code after expiry of the payment term.
14. If and to the extent that Nedri has to incur costs for collecting the invoice, the Buyer must pay all actual extrajudicial and judicial costs incurred.
15. The Buyer is never permitted to suspend payment of the invoice, to apply a settlement to the invoice to be paid, or not to pay the full invoice amount for any reason.

### Delivery and Costs

16. The starting point is that Nedri delivers Ex Works according to the Incoterms, unless otherwise agreed. Nedri may independently determine to establish another form of delivery (according to the Incoterms).
17. Any additional costs for a different method of Delivery will be borne entirely by the Buyer and will be charged by Nedri.

### Complaints and Liability

18. Upon Delivery by Nedri, the Buyer is obliged to immediately check and inspect the materials. Visible defects or defects that could have been detected must be reported immediately, otherwise any claim against Nedri will lapse.
19. Any non-visible defects in the product must be reported to Nedri in writing within 14 days of delivery of the materials.
20. If and to the extent that no timely notification has been made, any right the Buyer may or may not have against Nedri will lapse.
21. If the Buyer has reported a defect in time and Nedri has determined that the materials contain a defect, Nedri may decide to have the materials delivered again within a period to be determined by Nedri, or Nedri may decide to have the materials credited and to refund the purchase price. The Buyer has no other claim on Nedri.

### Liability

22. If and to the extent that the Buyer has suffered damage as a result of incorrect performance of the agreement by Nedri, or on the basis of an unlawful act by Nedri, or on any other grounds, Nedri's liability will be limited to the invoice amount of the delivery in question.
23. Nedri is never liable for any consequential damage, loss of business, indirect damage, loss of profit and/or any other damage.

### Force Majeure

24. In the event of force majeure on the part of Nedri, the performance of the agreement will be suspended for the duration of the force majeure period, without Nedri being liable for any compensation in this regard. If and to the extent that a force majeure situation occurs, Nedri will inform the other party thereof within five working days. If and to the extent that the force majeure period will last two months or Nedri expects it to last two months, the other party is entitled to dissolve the agreement by registered letter.
25. The Vienna Sales Convention and/or any other Convention is excluded.
26. The most recent version of the Incoterms is applicable. If and to the extent that these General Terms and Conditions and the Incoterms conflict, these General Terms and Conditions will prevail.

### Applicable law

27. All agreements and/or all legal discussions and/or all legal disputes with Nedri are subject to Dutch law. The competent Court of the District of Limburg has exclusive jurisdiction in the first instance to hear disputes between Nedri and the Buyer.