

GENERAL TERMS AND CONDITIONS

MACHINEHANDEL J.A.J. JANSEN B.V. , BOSSCHENHOOFD, THE NETHERLANDS

CHAPTER 1: GENERAL PROVISIONS

Article 1 Definitions

In these General Terms and Conditions the terms mentioned below have the following meaning:

- Customer: the (legal) person to whom Machinehandel J.A.J. Jansen B.V. (hereafter: "Jansen") submits an offer or with whom Machinehandel J.A.J. Jansen B.V. (hereafter: "Jansen") enters into an agreement.
- General Terms and Conditions: the present General terms and Conditions of Jansen.
- Jansen or Supplier: the private company Machinehandel J.A.J. Jansen B.V. submitting an offer to the Customer or entering into an agreement with the Customer.
- Agreement: the agreement between Jansen and its Customer.
- Equipment: machines, devices, parts, accessories and tools, as well as any associated goods, in the broadest sense of the word, delivered by Jansen.

Article 2 Applicability

- All purchase and sales agreements are governed exclusively by the following General Terms and Conditions.
- Derogating provisions only apply when agreed in writing by Jansen and the Customer, and only to the agreement for which they are intended; otherwise the present General Terms and Conditions continue to apply.
- Any General Terms and Conditions of the Customer do not apply and are explicitly rejected.
- The purchase agreement is entered into subject to the resolutive condition that the Customer pays the entire purchase amount within two weeks as from the date of the invoice/order confirmation. In the event the sum is not fully paid on time, the agreement becomes automatically invalid.

Article 3 Offers

- All offers are non-binding.
- In the event the Customer provides Jansen with any data, drawings, etc., Jansen may rely on these being correct and base its offer on these.
- Jansen is not liable for any errors in or derogations from images, specified measurements and weights in pricelists, offers and/or order confirmations.
- Prices stated in offers are based on delivery ex-works from Rucphen or Bosschenhoofd, in accordance with the Incoterms 2010, unless explicitly agreed otherwise. Prices are excluding VAT and packaging.

Article 4 Complaints

Complaints about supplied equipment used by the Customer will not be taking into consideration by Jansen, unless otherwise agreed in writing.

Article 5 Installation and such

- The purchase price does not include any installation and commissioning costs.
- Except for its responsibilities as described elsewhere in these General Terms and Conditions, Jansen will never be responsible for any indirect damage, such as the interruption, delay or malfunction of the operations or any other operational damage whatever its cause or nature. Jansen is also explicitly never liable for any direct or indirect damage caused to or by the functioning or non-functioning of any goods supplied or processed by Jansen, or directly or indirectly caused by persons employed by Jansen to any goods or persons.

Article 6 Liability

- Jansen is not liable for any damage resulting from any non-fulfilment of its obligations towards the Customer. The fulfilment of its obligations as a result of a guarantee or complaint, as described, forms the sole and full compensation. Any other claims for compensation, including any related to operational damages (interruption of operations, loss of income and other indirect damages of any nature) and damages as a result of liability towards a third party is explicitly excluded.
- Jansen is also not liable for intent or (gross) negligence by employees or any other person it has engaged in the framework of the execution of the agreement.
- Jansen does not accept any liability for advice given by or on behalf of the company.
- Jansen is not liable for damage to vehicles of third parties present on its site.

Article 7 Guarantee

- Jansen supplies used machines. Based on this no guarantees regarding the quality or the life cycle can be given. Guarantees only apply when agreed in writing.
- Jansen is unable to determine whether or not the hour counter and the year of manufacture are correct, which means that no guarantee can be given with regards to such.
- Jansen offers the Customer the opportunity to subject the equipment to an inspection (at the Customer's expense). Jansen will decide on the location and time of the inspection.
- In the event equipment is covered by a guarantee, Jansen will repair or replace the defect as soon as possible, at the expense of the company, or credit the invoice for a proportionate part, for as far as the Customer is able to prove that the defect was discovered within the guarantee conditions mentioned under section 1, or that it was partly or wholly due to a defective material and/or incorrect construction or process.
- Fulfillment of the guarantee conditions will be considered the sole and full compensation due, and any further liability, as a result of either direct or indirect damage, costs or interests caused in any which way, is explicitly excluded.
- Parts which, due to their nature or the operational conditions, are subject to premature wear and tear are not covered by the guarantee conditions, nor is any damage as a result of a negligent or incompetent action, an excess load or other similar causes.
- In the event the Customer carries out any repairs or alterations, or has these carried out by a third party, during the period of guarantee without the prior approval of Jansen the guarantee obligations of Jansen will immediately cease to apply. The Customer is not entitled to refuse to pay any invoices based on the allegation that Jansen has not (yet) or not fully fulfilled its obligations.
- In the event Jansen replaces a particular part given in repair, this replaced part becomes its property.

Article 8 Amendments

- Amendment or cancellation of a purchase agreement requires the written approval of Jansen.
- In the event the Customer wishes to amend or cancel the concluded agreement, he will be obliged to pay any damage and costs resulting from the amendment or cancellation to Jansen. Jansen is always allowed to implement its authority under Article 6:90 of the Civil Code.

Article 9 Delivery

- Delivery takes place in "as-is" condition unless otherwise agreed in writing.
- Any agreed date of delivery is always an approximate date. Although Jansen will always endeavour to deliver on the agreed date, it is never liable for any consequences of a delay.
- Such a delay will not entitle the Customer to cancel the delivery or refuse the delivery or payment of the goods, nor does it oblige Jansen to any compensation towards the Customer or a delivery from stock.
- Delivery will only take place when the Customer has fulfilled all his obligations. In the event of partial or non-fulfilment of his obligations the equipment concerned will not leave the site of Jansen.

Article 10 Force Majeure

Force majeure also includes any circumstances, which must reasonably be considered to impede a delivery or timely delivery, such as a late or non-delivery to Jansen by its supplier, and when Jansen does not receive the goods sold by its supplier or does not receive these on time, in which case Jansen has the option to delay delivery or cancel the purchase agreement.

Article 11 Price

- The sales price stated by Jansen is based on the purchase price and other costs. When any of these costs are increased following confirmation of the order but before delivery of the goods, Jansen is entitled to pass on this increase to the Customer.
- Without prejudice to the general applicability of this clause, it is in particular applicable to changes in the import or export duties, or any other duties or taxes imposed after the confirmation of the order is sent and to changes in the exchange rate of the Euro against the foreign currency in which Jansen has purchased the goods.

Article 12 Payment

- Irrespective of the agreed payment terms and conditions, the Customer is obliged to provide, in the opinion of Jansen, sufficient security for payment at the request of the company. In the event the Customer does not fulfil this request within the period set out, he is immediately in default. In that case Jansen is entitled to terminate the agreement and request compensation from the Customer.
- Payment is made at the branch of Jansen or into a bank account indicated by Jansen.
- During the execution of the agreement Jansen is entitled to suspend the fulfilment of its obligations until, at the request of Jansen, the Customer has provided, in the opinion of Jansen, sufficient security for the fulfilment of all its obligations resulting from the agreement.
- Unless otherwise agreed in writing, payment must take place in full without any discount before delivery of the goods, irrespective whether all goods sold or merely a part of the goods sold are delivered. Offsetting debts is not permitted.
- As long as the Customer has not paid the purchase amount payable owed by him, Jansen is entitled to suspend the fulfilment of its obligations.
- The goods sold will remain the property of Jansen until the Customer has fulfilled all his obligations from or as a result of the purchase agreement. Until such time the Customer is not entitled to sell, in any way encumber, process or dispose of the sold goods without the prior written approval of Jansen.
- As from the date on which payment should have been made the Customer will also owe interest over the amount payable at a rate equivalent to the official interest rate for commercial transactions of the European Central Bank applicable on the due date, increased with 3.5%.
- In the event the payment is late by more than one month, Jansen is entitled to charge any associated recovery costs if he engages a person or institution authorized to recover the outstanding amount.

Article 13 Risk transfer

- Upon purchase delivery will take place ex-works, in accordance with the Incoterms 2010; the risk of the goods will be transferred the moment Jansen makes these goods available to the Customer.
- Irrespective of the provisions in 13.1, Jansen and the Customer may agree that Jansen arranges transport. The risk of storage, loading, transport and unloading will in that case also rest with the Customer. The Customer may arrange insurance against these risks. Commitments entered into towards third parties do not change this and are considered to be accepted in the interest and on account of the Customer.
- In the event a part-exchange was arranged and the Customer continues to use the goods to be part-exchanged pending the delivery of the new goods, the risk of the goods to be part-exchanged remains with the Customer until the moment Jansen has these goods in its possession.

Article 14 Non-fulfilment by the Customer

- In the event the Customer does not fulfil one or more of his obligations, is declared bankrupt, requests suspension of payment, winds up his business or his capital is partly or completely seized, Jansen is entitled to consider the purchase agreement or the part thereof not yet executed as dissolved, without intervention of the court being required, and to recover any goods delivered but unpaid, without prejudice to its right to compensation for any costs, damages and interests.
- In the event of non-fulfilment of one of his obligations the Customer is automatically in default the moment the agreed period has passed, without the need for any notification.
- Any claim made will not suspend the payment obligation.
- In the event the Customer remains in default for more than 2 weeks with regard to the payment and/or purchase, Jansen is entitled to resell the goods sold without further notification, in which case any payment made to Jansen is considered compensation for damages incurred.

Article 15 Retention of title and the right to pledge

- Following delivery Jansen remains the owner of the goods delivered as long as the Customer:
 - has not fulfilled or will not fulfil his obligations under this agreement or other similar agreements;
 - has not paid or will not pay for work carried out or to be carried out under these agreements;
 - has not paid any amounts resulting from the non-fulfilment of the above-mentioned agreements, such as damages, fines, interests and costs.
- As long as goods delivered carry a retention of title the Customer is not entitled to encumber these outside his ordinary course of business.
- When Jansen has invoked its retention of title, it is allowed to recover the goods delivered. The Customer will allow Jansen to access the location where the goods are stored.

- In the event Jansen is unable to invoke its retention of title because the goods delivered are mixed, deformed or acceded, the Customer is obliged to pledge the newly shaped goods to Jansen.

Article 16 Sanctioned countries and high risk-states

- Jansen observes the European regulations imposed by the OFAC (Chapter 6 of the UN Charter) with regard to sanctioned countries. Based on these regulations Jansen does not trade with countries included on that list of sanctioned countries or only to a limited extent.
- The Customer is prohibited to subsequently sell the goods delivered to -or to (facilitate) use in- a sanctioned country mentioned on the OFAC website, due to the perpetual clause imposed by the EU and the OFAC.
- Jansen is not liable when the Customer decides to sell the goods delivered to -or to (facilitate) the use in- a sanctioned country.
- Jansen is entitled to withdraw an offer when it suspects that the regulations with regard to sanctioned countries are not observed.
- Jansen observes the Dutch and European legislation and regulations with regard to countries that are qualified as "high-risk-states" by the European Commission. Based on that, in certain cases Jansen has the obligation to perform additional investigative measures, such as extended client screening procedures.
- Jansen is entitled to withdraw an offer when it suspects that the regulations with regard to high risk-states are not (or can't be) observed and/or the outcomes of the client screening procedures are not satisfactory in the opinion of Jansen.

Article 17 Storage

In the event the Customer does not receive or collect the equipment, or delivery to the address provided by the Customer is impossible, the equipment is stored for a maximum of 30 days, or longer if Jansen requires this, at the expense and risk of the Customer. In this case, just as in the event of any other (attributable) non-fulfilment by the Customer, Jansen is at all times authorized to either demand fulfilment of the agreement or to partially or wholly dissolve the agreement following written notice of default, without prejudice to its right to compensation for damage incurred, including loss of income and the costs for storage.

Article 18 Privacy and personal data

- The Supplier collects and processes (personal) data of the Customer, in accordance with the applicable privacy legislation. The Supplier collects and processes (personal) data from the Customer insofar as these are necessary for a good service to the Customer. The data is processed by the Supplier exclusively for the purpose of executing orders, providing information to the Customer, sending invoices to the Customer and sending information about offers etc.
- The Supplier does not store the collected personal data longer than is necessary for the above-mentioned purposes and ensures appropriate technical and organizational measures to protect the personal data.
- The Supplier will not provide the data to third parties without the explicit consent of the Customer, except in the event that the Supplier is obliged to do so by law or court decision.

Article 19 Translations

In the event these General Terms and Conditions are translated and differences in the interpretation occur between the Dutch text and the foreign language, the Dutch text prevails.

Article 20 Applicable law and choice of court

- Dutch law is applicable.
- The Vienna Convention (C.I.S.G.) is not applicable nor is any other international regulation permitting exclusion thereof.
- Solely the competent civil court in the town of the registered office of Jansen will hear any disputes, unless this is contrary to imperative legislation. Jansen is entitled to derogate from this jurisdiction rule and apply the legal jurisdiction rules.
- The parties may agree a different way to settle disputes, such as arbitration or mediation.

CHAPTER 2: PROVISIONS RELATING TO AGREEMENTS CONCLUDED ELECTRONICALLY

Article 21 Applicability

The provisions in this chapter 2, in addition to the provisions in chapter 1 of these terms and conditions, apply to all agreements between the Customer and the Supplier that have been concluded at a distance, as referred to in Article 7:46a sub a of the Dutch Civil Code, such as, but not exclusively, the agreements that have been concluded via the website of the Supplier. If the provisions in this chapter 2 deviate from the provisions in chapter 1, the first-mentioned provisions will prevail.

Article 22 Conclusion / realization

- Customer acknowledges that any purchase order placed through the Supplier's website or other electronic means is a valid and binding purchase order and, for the avoidance of doubt, is the equivalent of a signed purchase order.
- The Customer waives any future challenge to the validity and enforceability of all orders placed via the Supplier's website or other electronic means on the grounds that they have been sent and approved electronically.
- By placing purchase orders using the Supplier's website, the customer accepts the applicability of these terms and conditions.
- Supplier reserves the right to accept or refuse purchase orders placed through the website.
- The Customer is responsible for all costs and expenses, including but not limited to costs for telephony and telecommunication hard- and software, which are necessary to use the Supplier's website.

Article 23 Liability

The Customer is aware of the risks associated with the use of the internet, such as the possibility for third parties to collect and falsify data forwarded from the Customer to the Supplier. These risks are at the expense of the Customer. The Supplier does not accept any liability in this respect. The Supplier considers the data that is forwarded to be truthful in the form in which this data is received.