

Article 1. General

- 1 These conditions of sale are the conditions of sale of Van Stratum Horst B.V., which has its registered office and principal place of business at Expeditiestraat 17, 5961 PX Horst.
- 2 These General Conditions of Sale apply to all agreements that have been or will be concluded by and with Van Stratum Horst B.V. A reference by the other party, or the buyer, to their own purchase conditions, conditions of tender or other conditions is expressly not accepted. These general terms and conditions prevail over the other party's, or the buyer's, own purchase conditions, conditions of tender or other conditions.
- 3 The other party, or the buyer, accepts the applicability of these general terms and conditions to all future transactions with Van Stratum Horst B.V.
- 4 Van Stratum Horst B.V. will hereinafter also be referred to as Van Stratum, the seller, us or our.
- 5 The party that has accepted the applicability of these General Conditions of Sale by signing a document or otherwise will hereinafter be referred to as the other party or the buyer.

Article 2. Offer and acceptance

- 1 All of our offers are without obligation, unless otherwise agreed in writing.
- 2 If an offer or a quotation includes a period for acceptance, Van Stratum Horst B.V. has the right to revoke the offer up to two working days after receipt of the acceptance.
- 3 Any offer for delivery from stock is made under the express reservation that the relevant items are still in stock. This also applies in case of the rental of items.

Article 3. Prices

- 1 All prices included in price lists, brochures, etc. apply as recommended retail prices and are not binding on the seller, unless and to the extent that these prices have expressly been agreed.

Article 4. Taking delivery and checking

- 1 The buyer is obliged to check purchased items immediately after having taken delivery of them. Any faults and/or defects of any nature whatsoever must immediately be notified to the seller. In the absence thereof, the buyer is considered to have received the purchased items in good condition.
- 2 The buyer loses rights with respect to replacement free of charge and/or compensation relating to any faults and/or defects in the purchased items if the notification referred to above has not taken place immediately or if the purchased items were actually put into use by the buyer and/or third parties.

Article 5. Payment

- 1 The buyer is obliged to pay the purchase price no later than the agreed day or days. If no concrete day has been agreed on, the buyer is obliged to pay the purchase price within 14 days of the invoice date.
- 2 The buyer is defaulting on payment if payment has not taken place on the day referred to above in 6.1. In that case, this default occurs without any notice of default.
- 3 If the buyer is in default, from that time onwards the buyer must pay an interest rate of 2% on the outstanding amount for each month that has started.
- 4 If the buyer is defaulting on payment, the buyer is liable to pay the seller compensation without prejudice to the above provisions. If legal assistance is engaged for the extrajudicial collection of the outstanding purchase price, the buyer must pay the seller a fee in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree, however, such subject to a minimum of €225.

Article 6. Retention of title

- 1 All items delivered by the seller remain the property of the seller until such time as the

buyer has completely fulfilled all of their obligations towards the seller under any agreement concluded with it for the delivery of items and/or the performance of activities and/or the provision of services, including all claims on account of a failure to fulfil any such agreement.

- 2 The items delivered subject to retention of title may not be changed or adjusted, disposed of or resold, made available to third parties or hired out or used as means of payment.
- 3 The items delivered subject to retention of title may not be encumbered with security interests.
- 4 The buyer must at all times do all that which may reasonably be expected of the buyer in order to safeguard the seller's property rights.

Article 7. Suspension, termination and setoff

- 1 The seller is authorised to suspend the fulfilment of its obligations towards the buyer if the buyer has not fulfilled any enforceable obligation towards the seller or if the seller may reasonably expect that the buyer will not fulfil their obligations towards the seller. In those cases, the seller is not obliged to pay the buyer any compensation.
- 2 If the seller suspends its obligations towards the buyer, it keeps its entitlements that follow from the law and/or the agreement.
- 3 The buyer waives all rights to suspend their payment obligations or other obligations towards the seller, of any nature whatsoever.
- 4 The buyer waives all rights to full or partial termination of the agreement pursuant to Section 6:265 of the Dutch Civil Code.
- 5 If the buyer has one or more counterclaims against the seller, of any nature whatsoever, the buyer waives the right to setoff in respect of this claim/these claims. The above waiver of the right to setoff also applies if the buyer applies for a suspension of payments or is put into liquidation.

Article 8. Cancellation

- 1 If the quotation is not accepted, the seller reserves the right to charge the costs involved in creating the quotation to the persons at whose request it submitted the quotation if the seller stipulated such before submitting the quotation.
- 2 The buyer is not authorised to cancel the agreement, unless the buyer is a consumer and cancellation takes place within the statutory reflection period of fourteen days as provided by applicable legislation.

Article 9. The buyer's obligations

- 1 The seller is not liable towards the buyer for any visible or invisible, hidden or apparent defect.
- 2 The buyer must arrange any necessary permits relating to placing, putting and having in use, access to the location, etc., all this relating to the delivery referred to in these terms and conditions. The buyer must verify whether, and, if so, which permits are necessary.
- 3 If and to the extent that adjustments must be made or facilities must be fitted in or to the purchased items pursuant to any required or obtained permit or dispensation or pursuant to any other government regulations either immediately or later on, these adjustments or facilities are payable by the buyer.

Article 10. Liability

- 1 If the seller should be liable, this liability is limited to the terms of this provision.
2. The seller is not liable for damage or loss of any nature whatsoever, caused because the seller based itself on incorrect and/or incomplete information provided by or on behalf of the buyer.
3. If the seller should be liable for any damage or loss whatsoever, the liability on the part of the seller is limited to the invoice amount of the order at most, at any rate to that part of the order to which the liability relates.

4. The seller's liability is in any case at all times limited to the amount payable by the insurer in a particular case.
5. The seller is only liable for direct damage or loss.
6. Direct damage or loss is exclusively taken to mean the reasonable costs to determine the cause and extent of the damage or loss, insofar as this relates to damage or loss within the meaning of these terms and conditions, any reasonable costs incurred to ensure that the defective performance of the seller complies with the agreement, insofar as these can be attributed to the seller, and reasonable costs incurred to prevent or limit damage or loss, to the extent that the buyer demonstrates that these costs have resulted in limitation of direct damage or loss as referred to in these general terms and conditions. The seller is never liable for indirect damage or loss, including consequential loss, loss of profits, lost savings or loss caused by business interruption.
7. The limitations of liability included in this article do not apply if damage or loss can be attributed to an intentional act or gross negligence on the part of the seller or its managing employees.

Article 11. Force majeure

1. The seller is not obliged to fulfil any obligation towards the buyer if the seller is prevented from doing so due to a circumstance that is not its fault, nor if it is not accountable by law, legal act or according to generally accepted standards.
2. In these general terms and conditions, force majeure is understood to mean, in addition to what is included in this respect in the law and in case law, all foreseen or unforeseen external factors that the seller cannot influence and as a result of which the seller is not able to fulfil its obligations. This includes strikes in the company of the seller or third parties. The seller also has the right to rely on force majeure if the circumstance that prevents performance or further performance of the agreement occurs

after the seller should have fulfilled its obligation.

3. During the period of force majeure, the seller may suspend its obligations under the agreement. If this period lasts longer than two months, each of the parties is entitled to terminate the agreement without any obligation to compensate the other party for damage or loss.
4. To the extent that, at the time of occurrence of force majeure, the seller has already fulfilled part of its obligations under the agreement or will be able to fulfil such obligations, and the obligations fulfilled or to be fulfilled have independent value, the seller has the right to invoice the fulfilled or to be fulfilled part of the obligations separately. The buyer is obliged to pay this invoice as if there were a separate agreement.

Article 12. Indemnity

1. The buyer indemnifies the seller against any claims from third parties who suffer damage or loss in connection with the performance of the agreement, and for which others than the seller can be blamed. If the seller should be held liable by third parties for that reason, the buyer is obliged to assist the seller at law and otherwise, and to immediately do all that may be expected of the buyer in such case. Should the buyer fail to take adequate measures, the seller has the right to take action itself without notice of default. All costs and loss caused on the part of the seller and third parties as a result are fully at the buyer's risk and expense.

Article 13. Applicable law and competent court

- 1 Dutch law applies to all agreements concluded by us.
- 2 All disputes arising from or connected with the agreements to which these conditions of sale apply must be submitted exclusively to the competent Dutch court.



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- 3 If the district court has jurisdiction to hear any dispute, the district court in the seller's place of business has exclusive jurisdiction.