



General Terms and Conditions of Delivery – Ampulz bv

1. General terms and conditions

1.1 Ampulz's general terms and conditions will be given preference over the client's terms and conditions where these are different. Ampulz will only be bound by stipulations varying from these terms and conditions if and insofar as these varying stipulations have been explicitly agreed with Ampulz in writing.

2. Offers, tenders and recommendations

2.1 All offers remain valid for a term to be specified by Ampulz. If no term is specified, Ampulz's offers are non-binding.

2.2 The documents that form part of an offer are non-binding as well, and remain the (intellectual) property of Ampulz. They may not be used, copied, made available to third parties, or published in any other way, without permission.

3. Formation of the agreement

3.1 Unless otherwise agreed in writing, Ampulz shall never be obliged to start execution of the work before such time as Ampulz has in its possession all the necessary data (including the (purchase) agreement) and Ampulz has received the agreed (instalment) payments.

4. Scope of the work

4.1 The works shall comprise the whole of the work as described by Ampulz in the offer.

4.2 Unless expressly otherwise agreed in writing, the following duties, deliveries and facilities do not form part of Ampulz's obligations. The client is obliged to ensure that, according to the requirements of the work, these deliveries, duties and facilities are carried out promptly, prior to the commencement of the work, such that assembly of the work undertaken by Ampulz does not suffer any delay:

- a. Helping to move articles that cannot reasonably be handled by two people, and the hoisting and/or lifting apparatus to be used;
- b. Carrying out auxiliary duties by supplying a crane of sufficient height and capacity for the purpose of moving articles that cannot be moved manually or are difficult to handle, including making the necessary recesses and restoring them to their original state afterwards;
- c. Supplying fuels and auxiliary materials such as compressed air, water and electricity that may be needed to carry out the work and to test the installation as necessary and take it into operation.
The client is liable for the costs of these fuels and materials;
- d. Taking the installation(s) into use and/or keeping it/them in operation before delivery, for the client's benefit;
- e. Lighting the construction site so that the assembly work can be carried out;
- f. Ensuring that the access routes to the location of the work are suitable;
- g. Supplying anchor rails, screw caps and drill anchors and fitting them to architectural structures.

5. Fulfilment of the agreement

5.1 With the exception of the provisions laid down in Article 4 of these conditions, the client is obliged to:

- a. Ensure that Ampulz is able to obtain the necessary approval for the work in good time, such as permits and exemptions;
- b. Bear responsibility for applying to connect the installation(s) to the network of the relevant utility company or to the various public transmission networks; all connection costs will be borne by the client;
- c. Ensure that work to be carried out by third parties (such as construction work), and/or deliveries that do not form part of Ampulz's work, are carried out in such a way and with such promptness that execution of the work is not subjected to any delay as a result;
- d. Accept the risk of any faulty performance of the agreement that is attributable to the parties nominated by the client;
- e. Accept the risk of any damage that is attributable to wrongful acts by subcontractors and their auxiliary staff;
- f. Permit Ampulz to display signs bearing its name and/or advertisements on or alongside the work.

6. Delivery, packaging

6.1 Unless otherwise agreed, the client is liable for all the costs of packaging, transport, storage and installation of the delivery that relate to the delivery or to its execution, and also for the costs of insurance for such transport and/or storage. The most recent Inco Terms, published by the International Chamber of Commerce, apply when interpreting the delivery conditions.

6.2 The client is responsible for removing or processing packaging materials, dirt, waste and surplus materials at its own expense, insofar as these originate from, or are related to, deliveries of articles or the performance of duties falling under the agreement.

6.3 Durable packaging only will be taken back by Ampulz, provided it is in good condition for re-use, and the cost reimbursed. Packaging of this kind will be listed separately on the delivery documents/invoice, on the basis of cost price.

6.4 If the returned durable packaging is clearly in poorer condition than it was when the client received it, Ampulz is entitled to charge a fee for it. The client is not entitled to deduct the value of the packaging unilaterally from the amount owed to Ampulz.

7. Contract variations / extra costs

7.1 Settlement is made for contract variations:

- a. In the event of changes to specifications (changes to the specifications, scope, or the conditions for execution of the work);
- b. In the event of deviations from provisional sums and from deductible and/or estimated quantities;
- c. In the cases specified in these general terms and conditions.

7.2 Settlement for extra work is made outright when the next term of payment elapses. If no term of payment has been agreed, 30 days from the date on which the extra work is completed applies as the term of payment.

7.3 Settlement for reduced work is made outright when the final account is settled.

7.4 If the total amount of reduced work exceeds the total amount of extra work, Ampulz is entitled to a sum equal to 15% of the difference between the totals.

7.5 The absence of a written order to carry out extra work does not prejudice any claims by Ampulz for settlement of extra work. The conditions of Article 7A:1646 of the Dutch Civil Code are explicitly excluded.

7.6 If circumstances causing costs to rise occur that cannot be attributed to Ampulz, and Ampulz has alerted the client to these circumstances, Ampulz is entitled to make a charge for these cost increases as extra work.

8. Payment

8.1 The client is never permitted to invoke any deduction or right of set-off, and the client explicitly waives the right to do so.

8.2 The client is in default by the mere expiry of the term of payment, without further warning or notice of default.

8.3 If all or part of the invoice remains unpaid within the aforementioned term of payment and after the invoice date, the client is liable to pay Ampulz statutory interest plus 2% a year on the principal sum.

8.4 In the event of extra judicial debt collection or attempts to do so, the client is liable to pay collection charges in addition to the principal sum and interest; these collection charges will amount to 15% of the outstanding principal sum, with a minimum charge of € 160 (excluding VAT).

9. Term of delivery and delivery

- 9.1 The agreed term of delivery will be observed as far as possible, but will never apply as a term to be observed on penalty of forfeiture of rights.
- 9.2 Failure to adhere to the term of delivery, for whatever reason, will never give the client the right to dissolve the engagement or order its dissolution, to claim compensation, or to fail to fulfil one or more of the client's obligations pursuant to the agreement.
- 9.3 The work will be deemed to have been delivered:
- Either when Ampulz has informed the client that the work is completed, tested and ready for operation, and the client has approved or accepted the work;
 - Or when a maximum of eight days has elapsed since Ampulz declared to the client in writing that the work is completed, tested and ready for operation, and the client has failed to approve or accept the work within that term;
 - Or when the client takes the work into operation (prematurely), on the understanding that by taking part of the work into operation (prematurely), that part will be deemed to have been delivered.
- 9.4 Minor faults that can be rectified within the guarantee period and do not affect the operation of the work will not prevent delivery.
- 9.5 Delivery releases Ampulz from all liability for faults that the client should reasonably have discovered at that time.
- 9.6 After delivery, the risk of the work passes from Ampulz to the client.

10. Guarantee

- 10.1 Ampulz undertakes, within the limits of the following stipulations, to rectify - free of charge - faults that were already present at the time of delivery, which become apparent within 12 months of delivery. If a longer guarantee period is agreed between Ampulz and the client, this can only be attested by a written document, such as a guarantee certificate.
- 10.2 The obligation to rectify faults only extends to faults that could not reasonably have been detected at the time of delivery and that appear under normal operating conditions when the installation is used correctly. It does not extend to faults arising from inadequate maintenance by the client, changes made without Ampulz's written permission, or repairs carried out by the client or normal wear or defects.
- 10.3 Defective parts replaced by Ampulz under the guarantee obligations become Ampulz's property.
- 10.4 If, in Ampulz's opinion, the costs of rectification bear no relationship to the benefit of rectification to the client, the client is solely entitled to receive compensation.

11. Liability

- 11.1 Ampulz is not liable for damage or costs if these are the result of:
- a. Errors in a design prescribed by the client and not originating from Ampulz, or errors in drawings, data or orders originating from the client, where it cannot reasonably be deemed that Ampulz should be held liable for the risk and costs concerned;
 - b. Faults in or unsuitability of materials or parts where these are supplied by the client, or the client prescribes their use;
 - c. Faulty execution of the work by third parties that have been employed by the client.
- 11.2 The client is obliged to indemnify and compensate AMPULZ in the event of claims for compensation that third parties may make against AMPULZ, if the damage to those third parties is caused by infringement of patent rights and/or copyright, by the use of drawings, data, materials or parts, or by the use of working methods that have been supplied or prescribed to Ampulz by, or on behalf of, the client for the purpose of carrying out the assignment.
- 11.3 Ampulz is not liable for faults arising from causes that lie outside the installations.
- 11.4 After delivery, Ampulz's liability for shortcomings in the work does not extend beyond fulfilment of the guarantee obligations described in Article 10. All further liability for damage is excluded, no matter how such damage is incurred, except in the case of intentional damage or gross negligence on Ampulz's part.

- 11.5 If it should be established by law that, notwithstanding the foregoing stipulations, Ampulz is liable on any grounds whatsoever, Ampulz's liability will at all times be limited to an amount equal to the amount that the insurance company will pay to Ampulz pursuant to the insurance agreement with Ampulz.
- 11.6 Any claim for compensation or rectification will lapse in any event if that claim is not made known before the day of delivery, or on the day on which the guarantee period expires, respectively.
- 11.7 Any legal action taken by the client to claim compensation or rectification against Ampulz pursuant to these conditions will become barred by lapse of time one year after the client should have been aware of the matter concerned.
- 11.8 If and insofar as a service agreement has been concluded with Ampulz, the following exoneration clauses will apply cumulatively:
- a. Ampulz is not liable for the consequences of errors and/or defects that were not detectable during reasonable performance of the maintenance work, or that are the result of material fatigue, obsolescence or wear of the installation(s);
 - b. Ampulz is not liable for malfunctions, faults and/or defects and their consequences, if the regulations laid down by or on behalf of the government or relevant authorized bodies have not been observed by the client or by persons for whom the client is responsible;
 - c. Ampulz is not liable for any damage resulting directly or indirectly from fire and water that may occur as a result of the aforementioned maintenance work, or as a result of the operation of sprinklers or other apparatus in consequence of that work, except in the event of intentional damage or gross negligence.

12. Retention of risk and ownership

- 12.1 As soon as materials, parts or tools required for the execution of the works are brought to the work site, the client assumes liability for all risks and damage that may occur to these materials, parts and tools, such as theft, fire and/or water damage, war risk or damage, without prejudice to the client's right to demonstrate that the aforementioned risks and damage are the result of gross negligence on the part of Ampulz.
- 12.2 All goods either actually delivered by Ampulz or still located on the client's premises or under its jurisdiction for which payment has not yet been made remain Ampulz's property until such time as payment is made in full.
- 12.3 Ampulz is entitled at all times to remove delivered goods from the client on the grounds of retention of ownership, if the client fails to fulfil (part of) its obligations towards Ampulz. The client is obliged to cooperate with this action on penalty of a fine of € 455 for each day that the client is/remains in breach of this requirement.
- 12.4 Recovery of goods in accordance with the stipulations of this article does not prejudice Ampulz's right to compensation pursuant to the rules applicable to attributable shortcomings in the fulfilment of the obligations.

13. Final stipulations

- 13.1 All agreements with Ampulz and the agreements arising from them are solely subject to Dutch law.
- 13.2 All disputes between Ampulz and the client will be settled by the Arbitration Board for the Steel Industry and Trade, to the exclusion of the ordinary court.
- 13.3 Notwithstanding the stipulations of subparagraph 2 of this article, Ampulz is entitled to have the dispute settled by the ordinary court.
- 13.4 If Ampulz chooses the ordinary court, only the District Court in The Hague will be authorized to settle the dispute, unless Ampulz prefers to apply to the court designated by law. The stipulations of this subparagraph do not apply if the Subdistrict Court has subject-matter competence to hear the dispute.