

## 1. Prices

- In the absence of written agreement to the contrary, the prices operated by ERIKS are based on delivery FCA, Incoterms, exclusive of VAT and other duties, exclusive of the costs of assembly and commissioning, exclusively of the costs of non-standard packaging and are given in euros.
- In the event of changes to cost price factors, ERIKS reserves the right to adjust the price accordingly.
- ERIKS is authorised to index prices annually.

## 2. Delivery and delivery period

- Delivery will take place free carrier (FCA Incoterms).
- Delivery times are indicative and exceeding them cannot under any circumstances lead to liability or an obligation to pay damages on the part of ERIKS.
- The customer is obliged to check the delivered goods for defects within five (5) calendar days of their delivery. The customer must notify ERIKS of any defects established on delivery in writing and within 5 days of their being established, in the absence of which ERIKS will not be obliged to pay compensation for damages and costs, compliance, repair and also on penalty of forfeiture of the right of the Customer to dissolution, suspension, compensation or setoff.
- ERIKS reserves the right to deliver in batches that will be invoiced separately.

## 3. Acceptance, inspection and complaints

- Complaints concerning invoices must be made in writing within thirty (30) calendar days of the invoice date. The Customer will lose the right to file complaints if this period is exceeded.
- Returns will be accepted by ERIKS only provided that:
  - ERIKS has approved the return in writing in advance;
  - this is done carriage paid and with reimbursement of costs;
  - the goods are stock or standard goods;
  - the delivery was made no longer than six (6) weeks previously;
  - the returned Goods do not amount to more than 10% of the amount of the original delivery.

## 4. Modifications and cessation of the manufacture of goods and services

ERIKS is permitted at its own discretion a) to modify the quality or specifications of its Goods and b) to cease the manufacture of one or more types of Goods. If in the opinion of ERIKS the modification referred for above leads to a material change in the performance of the Goods in question, ERIKS will notify its Customer of this in writing within thirty (30) calendar days, after which the Customer will have the right to dissolve the contract to which these general terms and conditions apply within a period of fourteen (14) days.

## 5. Assembly/installation work

- If assembly/installation work has been agreed, the Customer will be responsible to ERIKS for the correct and timely implementation of all fittings, facilities and/or conditions needed for (setting up and safely carrying out) the assembly work and/or the correct operation of the work in its assembled state.
- Notwithstanding the provisions of paragraph 1, the Buyer will ensure in a timely manner and at its own expense and risk that:
  - ERIKS is given free access and the opportunity to properly carry out the agreed work during normal working hours and, if considered necessary by ERIKS, outside of normal working hours;
  - earthworks, paving, pile driving, demolition, foundation, concrete, carpentry and upholstery work or other accompanying works are ready so that the location is easily accessible and the systems are clean and undamaged;
  - auxiliary, hoisting and/or lifting equipment is available for moving objects that cannot reasonably be carried by two people;
  - scaffolds, racks and ladders are available and erected;
  - fuels and resources such as compressed air, gas, water, electricity, supply/discharge pipes required to carry out the work, as well as for any testing and commissioning work, and the switching and security equipment and cables for the electrical motors and/or other electrical equipment are available in the right places to ERIKS;
  - for the duration of the work and in its immediate vicinity, a dry, heated, lit and separately lockable room of sufficient size is made available to ERIKS as accommodation for the workers and for the storage of the materials being processed, tools and private property of the employees; and
  - connections, rights and permits are applied for in good time and the amounts owed in that regard are paid.
- Damage and costs incurred due to failure to meet the conditions set out in the previous paragraph or failing to meet these in time shall be at the expense of the Customer.

## 6. Deviations regarding the product and quantity

ERIKS is permitted to apply a limited deviation with regard to colour, quantity, size, weight or (shore) hardness of Goods unless specific agreement to the contrary has been made in the agreement.

## 7. Intellectual property rights

- ERIKS is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third-parties are infringed by goods received from suppliers and/or Customers via ERIKS or third-parties via them, including but not limited to goods, models and drawings for the manufacture and/or delivery of certain Goods. The Customer indemnifies ERIKS against all claims made against ERIKS in that regard.
- In cases where ERIKS processes the Customer's goods, ERIKS will be deemed to be the maker of that work within the meaning of the Copyright Act and/or as the party entitled to the relevant intellectual property rights.
- In the absence of written agreement to the contrary, ERIKS holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates and other goods that it has issued.

## 8. Warranty

Faults in the Goods intended for long-term use can be repaired or replaced - to be decided at the discretion of ERIKS - exclusively during a period of twelve (12) months after delivery if ERIKS judges that the faults can be attributed to construction errors and the Goods have been used and maintained normally. Consumables, such as seals and hoses, are not covered by this guarantee. No other or more extensive guarantees are issued.

## 9. Liability

ERIKS can be held liable exclusively for losses leading to death or injury or damage to goods as a result of a non-conformity that can be attributed to ERIKS. The liability of ERIKS is further limited to an amount equal to the total invoice value of the deliveries and/or orders of ERIKS to the Customer in the calendar year preceding the loss, up to a maximum of € 100,000.00 (one hundred thousand euros) per occurrence or series of related occurrences. The Customer indemnifies ERIKS against claims of third-parties for which the liability of ERIKS to the Customer is excluded or limited.

## 10. Payment

Unless otherwise agreed payment is to be made net and without any discount or setoff, by depositing the payable amount or transferring it to a bank account designated by ERIKS within thirty (30) days of the invoice date. For orders with a total nett component value lower than € 350.00 (three hundred and fifty euros) not including VAT, ERIKS reserves the right to charge an administration fee. ERIKS reserves the right to make a late payment surcharge. The value day indicated in the bank statements is determinative and is therefore regarded as the date of payment.

## 11. Non-compliance, termination, dissolution and suspension

- ERIKS is authorised to terminate, dissolve or suspend execution of the agreement with immediate effect in full or in part - without legal intervention or any notice of default being required - without prejudice to the remaining rights of ERIKS (to demand compliance or compensation for damages), if:
  - The Customer dies, applies for suspension of payment, applies for bankruptcy, is declared bankrupt or requests admission to the statutory debt management scheme;
  - an application for the Customer's bankruptcy has been filed;
  - the Customer fails to meet any obligation by law or under these conditions;
- If an agreement is dissolved in full or in part by ERIKS, the Customer will be obliged to pay compensation for all costs or loss of profits relating to the dissolved agreement.
- Upon termination of the agreement and irrespective of the reason for this the Customer will purchase all of the Goods held by ERIKS in stock within 7 days of the termination of the agreement for payment of the price applicable at that time and will accept the goods immediately following payment.

## 12. Retention of title

- All of the goods that ERIKS has delivered - even if it has been contractually agreed that they are to be assembled by ERIKS at the location of the Customer or his client, remain the property of ERIKS until the Customer has remitted full payment of all that owed by the Customer to ERIKS under this or any other related contract, including interest and costs.
- The Customer is authorised to dispose of the goods in the context of his normal business operations. The Customer is obliged to inform the acquiring third-party of the retention of title for the goods in the favour of ERIKS.
- For as long as they are not being used the Customer is obliged to clearly separate the delivered goods from other goods until their ownership has been transferred.

## 13. Disputes and applicable law

- All offers of and agreements with ERIKS will be governed exclusively by Dutch law to the exclusion of the Vienna Sales Convention.
- All disputes regarding agreements to be entered into or which have been entered into, including agreements arising from them or regarding these general terms and conditions themselves will be referred for adjudication to the District Court in Noord-Holland.

## 14. Compliance

The Customer (a) represents and warrants that it is not subject to any trade sanctions imposed by the US, EU, and/or UN, and (b) shall comply with (and not engage any activity, practice or conduct which would constitute an offence under) all applicable laws, statutes, regulations, and codes, including those relating to (i) trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) in respect of the goods sold to it by ERIKS, and (ii) anti-bribery and anti-corruption, and provide evidence of compliance with the foregoing as ERIKS may reasonably request from time to time.

## 15. Final provisions

These terms and conditions were originally formulated in Dutch. If these terms and conditions are translated into another language, in the event of difference of opinion on the content or tenor of these conditions, the Dutch text will be binding.