

GENERAL SUPPLY TERMS AND CONDITIONS FOR HEROS Sluiskil bv, HEADQUARTERED IN Sluiskil

Article 1: Definitions

In these supply terms and conditions, the terms used are understood to mean the following:

1. **Contracting party:** the natural or legal person that has asked HEROS Sluiskil bv to issue a quote or that has tasked HEROS Sluiskil bv with manufacturing items or conducting work, including the supply of goods and services.
2. **Contractor:** the natural or legal person who HEROS Sluiskil bv has asked to issue a quote or has been tasked by HEROS Sluiskil bv with manufacturing items or conducting work, including the supply of goods and services.

Article 2: General

1. These conditions apply to and form part of the creation of, content of and compliance with all contracts made between the Contracting party and Contractor and HEROS Sluiskil bv, unless agreed otherwise in writing.
2. If any definition in these conditions should contravene legally accepted definitions or for any reason should not be applicable, the remaining general definitions shall remain in force.
3. References by Contracting party or Contractor to the general terms and conditions that apply and/or other conditions are expressly excluded by HEROS Sluiskil bv and shall not be accepted.

Article 3: Quotes

1. The provision of prices, a budget, prior calculations or similar (that may or may not correspond to a quote) does not in any way oblige HEROS Sluiskil bv to enter into a contract with Contracting party or Contractor.
2. In the event of circumstances that increase relevant prices, a quote that was previously issued to a Contracting party may be amended at all times.
3. Dimensions that are set out in writing take precedence over those set forth in drawings.

Article 4: Creation of a contract

1. The term 'offer' is understood to refer to a proposal provided by HEROS Sluiskil bv to enter into a contract that is set out in such a way that the acceptance thereof corresponds to the immediate creation of a contract.
2. If the offer provided by HEROS Sluiskil bv is a no-obligation offer, the contract shall only be created at the moment of receipt by HEROS Sluiskil bv of written acceptance of this offer and written confirmation by HEROS Sluiskil bv of the realisation of the contract or at the moment HEROS Sluiskil bv begins work on the execution of the task. An offer may be considered to have been rejected in the event that it is not accepted within one month.
3. If the offer from HEROS Sluiskil bv corresponds to a period of time, the contract is created at the moment of receipt by HEROS Sluiskil bv of a written acceptance of this offer within the set period.
4. If the acceptance deviates from the offer from HEROS Sluiskil bv, this forms a new offer from the Contracting party or Contractor and represents the rejection of the whole offer from HEROS Sluiskil bv, even if there is exclusively a deviation on minor points.
5. If the Contracting party or Contractor issues an offer to HEROS Sluiskil bv and/or provides a task, there is only acceptance from HEROS Sluiskil bv if HEROS Sluiskil bv accepts this offer and/or task or starts work on the job.
6. Supplementary agreements, amendments and or additions, whether verbal or in writing, made by personnel, representatives, salespeople or other intermediaries from HEROS Sluiskil bv after the contract has been finalised are not binding unless HEROS Sluiskil bv has confirmed this to the Contracting party or Contractor in writing.
7. All of the aforementioned offers to Contracting parties are subject to the products offered being in stock at HEROS Sluiskil bv.

Article 5: Price

1. Prices issued to the Contracting party are net prices and - unless specifically agreed otherwise - are exclusive of packing costs, shipment and transport costs, sales tax, import taxes and other mandatory charges that correspond to sales and/or delivery and/or execution of the contract.
2. The prices indicated in the offer to the Contracting party or confirmation of sales or the execution of work, are based on material prices, wages, social charges and other cost factors at that time.
3. Alongside indicating the price, offers and/or (sales) confirmations as well as invoices will also indicate the type and quality to which the price corresponds.

GENERAL SUPPLY TERMS AND CONDITIONS FOR HEROS Sluiskil bv, HEADQUARTERED IN Sluiskil

4. Sales tax and other mandatory, state-imposed charges are not included in the amounts and prices agreed or to be agreed between the Contracting party and HEROS Sluiskil bv; this amount will be indicated by HEROS Sluiskil bv in its price lists.
5. If no price is agreed between the Contracting party or Contractor and HEROS Sluiskil bv but, in the preceding year, one or more contracts with the same or similar content have been drawn up, the price shall be calculated on the basis of the production methods and calculation rates used herein.

Article 6: Price amendments

1. HEROS Sluiskil bv, vis-a-vis the Contracting party, retains the right to increase the agreed price if one or more of the following circumstances arise after the contract has been finalised: increases in costs of materials, semi-manufactured goods or services that are required in order to fulfil the contract; wage increases; an increase in employers' charges or social insurance, or other costs relating to employment conditions; the implementation of new or an increase of existing government levies on raw materials, energy or residual products; a significant change in foreign exchange rates; or in general, any situation that could reasonably be expected to lead to the increase of agreed prices.
2. Temporary increases, such as those as a result of high or low water, could give rise to price increases for components of the task that have not yet been completed by HEROS Sluiskil bv.

Article 7: Payment

1. Unless agreed otherwise in writing, the Contracting party must pay the amounts owed as a result of the contract within 30 days of the invoice date, without any deductions, offset amounts or payment suspensions. The payment must be made in cash upon delivery if the Contracting party is a natural person who is not functioning in the context of a profession or a company. A failure to pay on time shall lead to the Contracting party being in default, without notice of default being required from HEROS Sluiskil bv.
2. The Contracting party is at all times and irrespective of the agreed payment terms, required to provide security upon first request by HEROS Sluiskil bv for the fulfilment of the amounts owed to HEROS Sluiskil bv pursuant to the contract. The security offered must be such that the claim with any corresponding interest and costs shall be adequately covered and that HEROS Sluiskil bv may recover these costs without difficulty. Security that later transpires to be insufficient shall be increased in order to be sufficient at the first request of HEROS Sluiskil bv.
3. If the Contracting party fails to pay on time, as set forth in paragraph 1 of this article, the delay in settlement of the amount owed shall lead to interest of 1.5% of this amount being owed per month from the invoice date, or the mandatory trading interest as set by De Nederlandsche Bank if this is higher. Parts of a month will be calculated as a whole month.
4. A failure to pay on time, as set forth in paragraph 1 of this article, shall lead to the Contracting party having to pay, in addition to the amount owed and the interest applied, extra-legal and legal debt recovery costs, including costs for lawyers, bailiffs and debt recovery agencies. The extra-legal costs are specified at a minimum of 15% of the principal sum with interest, i.e. a minimum of € 250.
5. HEROS Sluiskil bv is entitled, in the event of a failure to pay, to suspend deliveries or annul the contract without further legal interventions and recover all of the items already provided by HEROS Sluiskil bv at the cost of the Contracting party.
6. Any payments already made by the Contracting party shall be initially used to settle all costs and interest owed and then used to pay claims, arising from the contract, that have been outstanding the longest.
7. The Contracting party is not entitled to suspend or reject compliance with his payment duties.

Article 8: Delivery

1. HEROS Sluiskil bv and the Contractor are required to make their best efforts to ensure that dates that correspond to the moment of execution of the contract or deliveries are adhered to as closely as possible.
2. Insofar as the ordered items are not delivered at the agreed moment or within the agreed term, HEROS Sluiskil bv - unless a fatal term has been explicitly agreed - is entitled to a subsequent delivery term of thirty days from the date of receipt of a demand from Contracting party.
3. If, after the expiry of the subsequent delivery term set forth in article 8.7 or in the event that a fatal term has been agreed, HEROS Sluiskil bv has failed to deliver in full, the Contracting party is entitled to annul the contract insofar as this has not yet taken place.
4. If the dates, no matter the reason, are exceeded by HEROS Sluiskil bv, there can be no claim for damages or discounts.
5. The method of delivery is set forth in writing. In the event that this is not the case or explicit agreements have been made otherwise, HEROS Sluiskil bv shall deliver ex storage. The risk during transport is taken by the Contracting party or Contractor.

GENERAL SUPPLY TERMS AND CONDITIONS FOR HEROS Sluiskil bv, HEADQUARTERED IN Sluiskil

6. Delivery 'ex storage' is understood to mean: The delivery loaded on the Contracting party's vehicle at the factory or installation of HEROS Sluiskil bv.
7. Delivery 'ex works' is understood to mean: Delivery via vehicle at the location of processing as long as this can be accessed by delivery vehicles with single-drive axles in the usual way. Unloading must take place immediately; if not, the waiting time will be charged onto the Contracting party. Transport and unloading are for the account and risk of the Contracting party or Contractor.
8. Delivery 'ex works' is also understood to mean: Delivery via ship at the location of processing as long as this can be accessed by ships in the usual way. Damage caused to ships during transport or unloading is for the account of the Contracting party. Unloading must take place immediately; if not, the waiting time will be charged onto the Contracting party. Transport and unloading is for the account and risk of the Contracting party or Contractor.

Article 9: Ownership conditions

1. Ownership of all items sold and supplied by HEROS Sluiskil bv initially transfers to the Contracting party, if the purchase sum and all other claims by HEROS Sluiskil bv against the Contracting party, in relation to items supplied or to be supplied, work executed or to be executed, as well as the issue of claims due to a failure to comply with an agreement, have been settled by Contracting party in full.
2. The Contracting party must store and insure goods that have not been paid for at his cost and risk; the Contracting party must store these items as clearly owned by us.
3. The Contracting party is liable for all forms of damage that affect supplied goods and goods which, according to this article, are owned by HEROS Sluiskil bv.

Article 10: Liability

1. If the execution of a contract by HEROS Sluiskil bv leads to liability, this liability shall be limited to the amount that is paid out under the appropriate liability insurance policy taken out by HEROS Sluiskil bv for such circumstances, increased by the amount of own-risk that is owed by HEROS Sluiskil bv in line with the appropriate insurance agreement in the corresponding situation.
2. If, for whatever reason, there is no payment pursuant to the insurance indicated in article 10.1, any liability is limited to an amount that is no higher than the agreed price.
3. HEROS Sluiskil bv is not liable for damage of whatever nature, even that which is incurred as a result of or once the Contracting party has put the manufactured goods into operation, has processed them or supplied them to third parties or has caused them to be put into operation or provided them for this purpose or has caused them to be processed or supplied by third parties.
4. HEROS Sluiskil bv is also not liable for damage in the form of sales losses or reduced goodwill vis-à-vis the company or the profession of the Contracting party or Contractor.
5. HEROS Sluiskil bv is not liable for damage incurred as a result of the conduct or failings of the Contracting party or Contractor.
6. HEROS Sluiskil bv is also not liable for damage to the materials or products received from the Contracting party or Contractor and to be processed by HEROS Sluiskil bv, if the Contracting party or Contractor has not provided a report to HEROS Sluiskil bv upon commencement of the contract of the characteristics and nature of these materials or products and has not provided such written information regarding relevant pre-processing.
7. If HEROS Sluiskil bv, in relation to any damage for which he is not liable pursuant to the contract with the Contracting party or Contractor or is not liable pursuant to these conditions, is held liable by a third party, the Contracting party or Contractor shall indemnify him in full and reimburse HEROS Sluiskil bv for all costs that he must pay to this third party and any other costs incurred by HEROS Sluiskil bv.
8. Neither Contracting party nor Contractor have any rights to damage compensation from HEROS Sluiskil bv as a result of circumstances of an environmental/hygiene nature created by the supply/use of residual substances or secondary raw materials, that may or may not have been processed into a particular form. This applies to both the product supplied and the consequences for the environment.
9. Claims for payment of damages shall be annulled after one year counting from the day on which the Contracting party or Contractor became aware of the damage and the possible liability of HEROS Sluiskil bv for this damage.

Article 11: Confidentiality/infringement of rights

1. The Contracting party or Contractor guarantees confidentiality vis-à-vis third parties with respect to all company information originating from HEROS Sluiskil bv that is brought to his attention in any way.
2. The Contracting party or Contractor is not permitted, without prior written permission from HEROS Sluiskil bv, to publicise in any way the execution of the contract or enter into direct or

GENERAL SUPPLY TERMS AND CONDITIONS FOR HEROS Sluiskil bv, HEADQUARTERED IN Sluiskil

indirect contacts with other HEROS Sluiskil bv Contracting parties or Contractors.

3. The Contracting party or Contractor is not permitted to reproduce or provide to third parties, documents that correspond to the contract, such as drawings, diagrams and other company information unless this is necessary to facilitate the execution of the contract.
4. The Contracting party or Contractor guarantees that the use, including further sales, of the items bought or sold shall not infringe any patents, brand rights, model rights, copyright or other third party rights.
5. The Contracting party or Contractor indemnifies HEROS Sluiskil bv from any claims that arise as a result of any infringement of the rights set forth in the previous paragraph and shall reimburse all costs, damage and interest incurred by HEROS Sluiskil bv as a result of any infringement.

Article 12: No-blame deficiencies

1. Deficiencies by HEROS Sluiskil bv in terms of complying with the contract entered into with the Contracting party or Contractor cannot be attributed to him if they cannot be deemed to be his fault or, pursuant to the law, the fault of the contract, or could not reasonably be considered to be for his account.
2. Deficiencies by HEROS Sluiskil bv in terms of complying with the contract as a result of war, mobilisation, disorder, flooding, restricted shipping, other transport obstructions, hold-ups or limitations or halts with respect to delivery by public utility companies, a lack of coal, gas, natural oil products or other resources for energy generation, fire, machinery breakdowns and other accidents, strikes, blockades, union actions, export limitations, other governmental measures, non-delivery of vital materials and semi-manufactured goods by third parties, a deliberate act or gross negligence of auxiliary persons and other similar circumstances, research by archaeologists, shall not be attributable to HEROS Sluiskil bv and do not entitle the Contracting party or Contractor to annul the contract or demand damages.
3. In the event of a no-blame deficiency, HEROS Sluiskil bv is entitled to suspend the execution of the contract for three months, in which case the delivery terms shall be extended to reflect the extension period.
4. The no-blame deficiency as set forth in article 12 does not release the Contracting party from his obligation to pay for items that have already been supplied or work that has already been carried out within the agreed term.

Article 13: Annulment

1. Irrespective of the foregoing clauses, HEROS Sluiskil bv is entitled to annul the contract, without any legal intervention and without notice of default being required, without any damages being owed and without prejudice to all its other rights, if the Contracting party or Contractor is declared bankrupt or bankruptcy is requested, (temporary) suspension of payments is requested by or for the Contracting party or Contractor and if the Contracting party or Contractor is placed in administration as a result of seizure or in any other way loses the rights of possession over his assets or parts thereof as well as in the event of liquidation of the company owned by the Contracting party or Contractor.
2. In the event of one of the aforementioned circumstances occurring in relation to the Contracting party or Contractor, all claims by HEROS Sluiskil bv against the Contracting party shall become immediately payable and HEROS Sluiskil bv shall be entitled to recover all of the items supplied by HEROS Sluiskil bv as set forth in article 9.

Article 14: Applicable law/competent judge

1. Dutch law shall exclusively apply to contracts drawn up pursuant to these conditions.
2. All disputes (including those that are only considered as such by one of the parties), that may arise between HEROS Sluiskil bv and the Contracting party or Contractor shall be considered by the competent judge in the Middelburg district.

The Dutch version of these conditions shall take precedence at all times.