

GENERAL CONDITIONS OF SALE AND DELIVERY

Article 1. General

1.1. In these general conditions the following terms shall have the following meanings:

BEDU : the private company with limited liability BEDU POMPEN B.V., the private company with limited liability BEDU BELGIUM bvba and also the (legal) and (auxiliary) persons affiliated with them;

the buyer: the natural or legal person that enters into an agreement of sale and delivery of goods or a contract for professional services with BEDU;

the agreement: the agreement concluded between BEDU and the buyer for the sale and delivery of goods or a contract for professional services;

anything delivered: the goods and services sold and delivered by BEDU to the buyer;

Article 2. Applicability

- 2.1. These general conditions shall apply to all offers made by BEDU and agreements concluded by it with the buyer.
- 2.2. Other general conditions shall only be part of the agreement concluded between the parties if and in so far as they have been accepted by BEDU in writing.
- 2.3. The possible inapplicability of (part of) a provision of these general conditions shall leave the applicability of the other conditions intact.
- 2.4. In the event that BEDU acts for the benefit of the buyer as its (sub)contractor, the buyer shall make the general conditions of BEDU part of the agreement concluded between the buyer and its client.

Article 3. Offer

- 3.1. Offers of BEDU shall be without engagement unless something else has been mentioned in the offer.

Article 4. Conclusion of the agreement

- 4.1. The agreement shall come into being by the buyer having accepted the offer, whether or not tacitly.
- 4.2. If the buyer has given an order or assignment orally, BEDU's written acknowledgement of the order or assignment shall be deemed to represent the contents of the agreement correctly unless the buyer immediately informs BEDU of its objections to this representation of the contents.

Article 5. Prices

- 5.1. The prices offered and agreed are exclusive of turnover tax and are based on the price level of materials, wages, social charges and other cost factors on the day on which the offer is dated.
- 5.2. The prices mentioned in the acknowledgement of order shall bind the parties, subject to the risk scheme included below in article 5.3.
- 5.3. BEDU shall be entitled to change the prices, even if they have already been confirmed in writing, as a result of market developments, unforeseen circumstances or force majeure, including: oil and/or energy crisis, extreme price increases on the world market, strikes, weather influences and natural disasters, if a period of more than three months lies between the conclusion of the agreement and the time of delivery.

Article 6. Intellectual property rights

- 6.1. Any intellectual property rights resting on anything delivered shall always remain vested in BEDU and shall never be transferred to the buyer, unless the parties have agreed something else in writing.
- 6.2. Photos, drawings, industrial designs, reports etc. in so far as supplied to the buyer, shall be returned at BEDU's first request. The buyer shall explicitly be forbidden to make copies of the said documents for its own use.

Article 7. Delivery

- 7.1. Deliveries shall be made ex warehouse in the Netherlands and at the expense and risk of the buyer
- 7.2. Agreed periods of delivery shall be observed by BEDU as accurately as possible, but are not guaranteed.
- 7.3. If there is any question of a force majeure situation BEDU shall be entitled to suspend its obligations as long as the force majeure situation continues and without owing the buyer compensation for damage.
- 7.4. If delivery by BEDU is not made within the agreed period and there is no question of a force majeure situation, BEDU shall only be in default after the buyer has sent it a written reminder to perform as yet within a reasonable period and that performance has not materialized.
- 7.5. The buyer shall not be entitled to return anything delivered, unless BEDU has given written permission for the purpose.

Article 8. Shortcomings and Warranty

- 8.1. With regard to manufacturing defects and defective material of anything delivered by it BEDU shall give a 12-month warranty, unless something else has been agreed in writing.
- 8.2. The buyer must notify BEDU of a shortcoming in connection with anything delivered as soon as possible but at the latest within 8 calendar days after it has learned of this shortcoming or should have learned of it in reason, on pain of forfeiture of the right to rely on this warranty provision.
- 8.3. If the buyer has made or had others make alterations in anything delivered, or has surrendered anything delivered to a third party for maintenance, the warranty shall have lapsed as a result of this.

Article 9. Liability

- 9.1. BEDU shall never be liable for any damage on the strength of a shortcoming, unless it is a question of wilfulness, deliberate recklessness or gross negligence.
- 9.2. BEDU shall never be liable for any consequential loss or damage of third parties.
- 9.3. BEDU shall never be liable for any damage, if it has not first been given an opportunity by the buyer to perform properly as yet within a reasonable period.
- 9.4. If the buyer proves that in spite of the provisions in paragraph one of this article BEDU is liable for damage, for instance as a result of a culpable shortcoming in the performance of the agreement, such liability of BEDU shall be limited to at most the maximum net invoice value of anything delivered.

- 9.5. At the latest within eight days after it has learned of the damage the buyer must notify BEDU on the basis of this article. On pain of forfeiture of the right to do so the buyer must bring a claim before the competent (judicial) body for the purpose within one year after the notice of liability.

Article 10. Payment

- 10.1. Unless something else has been agreed, payment shall be made within 30 days after the invoice date.
- 10.2. BEDU shall be entitled to desire advance payment or to desire security from the buyer, if it sees occasion for this.
- 10.3. Complaints with regard to the quality, properties or quantity of anything delivered shall not give the buyer the right to suspend the payment or to proceed to set-off with any claim that it has on BEDU.
- 10.4. In the event of non-timely payment the buyer shall be in default without a notice of default or reminder being required and an immediately claimable interest of 1% a month shall be due on the overdue amount, in which connection part of a month shall be considered a whole month.
- 10.5. All costs that have been made for BEDU and that are related to the collection of anything that the buyer owes BEDU shall be for account of the buyer. The extrajudicial expenses (including a reasonable compensation for time to be spent by BEDU on collection) shall be set at 15% of the payable principal amount, with a minimum of € 250.00.

Article 11. Transmission of risk and retention of title

- 11.1. Anything delivered shall be at the buyer's risk from the time of delivery.
- 11.2. The goods delivered by BEDU shall fully remain the property of BEDU until the time that the buyer has paid all the claims of BEDU following from the agreements existing between BEDU and the buyer for the delivery of goods or the performance of work, including claims owing to a shortcoming in the performance of those agreements.

Article 12. Force majeure

- 12.1. Force majeure shall be circumstances that prevent the performance of the agreement and that cannot be imputed to BEDU
- 12.2. If as a result of force majeure BEDU is not able to meet any obligation resting on it on the strength of the agreement, BEDU shall have the option of suspending the performance of the agreement in full or in part or dissolving the agreement in full or in part, without being obliged to make any compensation.
- 12.3. If at the start of force majeure BEDU has already fulfilled its obligations in part or can only fulfil its obligations in part, it shall be entitled to invoice separately the part already delivered or already performed and the other party shall be obliged to pay this invoice.
- 12.4. Situations as referred to above under 12.1. shall at any rate mean: war, risk of war, insurrection, transport impediments, defective machinery, lack of personnel as a result of for instance absence or sickness, flood, lock-out, sabotage and in general all unforeseen circumstances both at home and abroad, as a result of which the performance of the agreement cannot be required of BEDU in reason.
- 12.5. Circumstances as referred to above under 12.1 shall moreover be present if as a result of the circumstances as referred to above under 12.4 or for any other reason whatsoever, the suppliers from whom the user has ordered the goods sold or the raw materials necessary for them, have not delivered them or not in time to the user, or the relevant agreement with the user has been cancelled for any reason whatsoever.

Article 13. Dissolution and Cancellation

- 13.1. If the buyer wants to cancel an order already given or dissolves the agreement concluded between the parties, it shall be obliged to pay BEDU a compensation of 30% of the net invoice value within 30 days after cancellation or dissolution of the order, to cover costs made and profit lost by BEDU.
- 13.2. Apart from the compensation as mentioned in the first paragraph of this article the buyer shall also, if there is any question of this, pay the price in proportion to the state of anything delivered at that time, to at most the price agreed between the parties for the good delivered or the service to be rendered.
- 13.3. BEDU shall always be entitled to dissolve the agreement without judicial interposition if, after notice of default in the matter, the buyer continues to fail to fulfil its obligations, has gone bankrupt, has applied for a suspension of payments or if the Act on Debt Consolidation for Natural Persons (WSNP) is declared applicable to the buyer.

Article 14. Amendments and Supplements

- 14.1. The agreement concluded between the parties and also these general conditions may only be amended or supplemented if the parties agree this with each other in writing.

Article 15. Applicable law and disputes

- 15.1. All agreements between BEDU Pompen B.V. and the buyer shall be governed by Dutch law.
- 15.2. All agreements between BEDU Belgium bvba and the buyer shall be governed by Belgian law.
- 15.3. All agreements between BEDU and the buyer shall not be subject to the CISG (United Nations Convention on Contracts for the International Sale of Goods 1980).
- 15.4. Any conflicts following from the agreements concluded between BEDU Pompen B.V. and the buyer shall be submitted to the civil court in the District of Arnhem, subject to the right of BEDU to apply to another court with jurisdiction on the strength of the law.
Any conflicts following from the agreements concluded between BEDU Belgium bvba and the buyer shall be submitted to the civil court in Antwerp, subject to the right of BEDU to apply to another court with jurisdiction on the strength of the law.