

#### Article 1 | Definitions

- 1.1 Seller: JEL Products B.V. established in Nijkerk registered with the trade register of the Chamber of Commerce under number 98987615, the user of the general terms and conditions.
- 1.2 Buyer: every (legal) person with whom JEL Products B.V. has concluded or wishes to conclude an agreement, and apart from this, its representative(s), authorised representative(s), assignee(s) and heirs. Buyer may also be defined as; the Seller's counterparty, the buyer; the principal.
- 1.3 Agreement: the agreement between the Seller and the Buyer.

#### Article 2 | General

- 2.1 The provisions of these general terms and conditions apply to every legal relationship between the Seller and the Buyer, including those pursuant to an offer made and/or agreement entered into, insofar as these terms and conditions have not been expressly deviated from by the parties in writing.
- 2.2 The present general terms and conditions also apply to all agreements with the Seller, for the execution of which the Seller makes use of the services of third parties.
- 2.3 The applicability of Buyer's general terms and conditions is expressly excluded, unless the parties have agreed otherwise in writing. If the parties' general terms and conditions apply side by side, in the event that provisions in the Seller's and Buyer's general terms and conditions conflict, the provisions in the Seller's general terms and conditions shall prevail.
- 2.4 If provisions in these general terms and conditions conflict with provisions in the agreement, the provisions in the agreement shall prevail.
- 2.5 This agreement is used and published in both Dutch and other languages, the Dutch text is leading at all times.
- 2.6 If the Seller concludes agreements with the Buyer more than once, the Seller's general terms and conditions shall always apply to all subsequent agreements, whether or not they have been explicitly declared applicable.
- 2.7 Seller reserves the right to amend or update these general terms and conditions at any time. The most recent version of the general terms and conditions is available at any time on our website: [www.jelproducts.nl/en/general-terms-and-conditions/](http://www.jelproducts.nl/en/general-terms-and-conditions/) or through the Chamber of Commerce under the number 98987615. The Buyer will be informed by the Seller in writing 30 days prior to any amendment. If Buyer does not object in writing within a period of 30 days, Buyer accepts the change in the general terms and conditions.

#### Article 3 | Offers/Offers

- 3.1 Offers made by Seller are without obligation unless otherwise indicated. If a Seller's offer is accepted by the Buyer, the Seller has the right to revoke the offer within five days of receiving the acceptance without any consequences. The contract is only concluded after the Seller confirms the order with an order confirmation in writing. Any offer lapses 14 days after the offer was made and if and to the extent that the materials covered by the offer are no longer available.
- 3.2 If a natural person concludes a contract on behalf or for the account of another natural or legal person, he declares- by signing the contract- that he is authorised to do so. This representing natural person is jointly and severally liable, alongside the other natural or legal person, for all obligations arising from the contract.
- 3.3 If the acceptance deviates from the offer included in the quotation, the Seller shall not be bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Seller indicates otherwise.
- 3.4 Dimensions, sketches, drawings, calculations, yields, consumption figures and other information about the equipment or installations originating from Seller in the preliminary stage and/or during order are global and not binding, unless expressly stated otherwise in writing.
- 3.5 If offers or order confirmations are based on data, drawings, specifications and the like provided by Buyer, Seller may assume the accuracy of such data.
- 3.6 Documents or data of the Vendor, as well as samples and prototypes given to the Buyer by way of indication, must be returned complete and undamaged at the first request of the Vendor. If no agreement is concluded, they must be returned immediately.
- 3.7 A compound quotation does not oblige the Seller to deliver part of the goods included in the offer or quotation at a corresponding part of the quoted price.
- 3.8 Offers or quotations do not apply to repeat orders.
- 3.9 If any material required for the performance of the agreement is unavailable due to circumstances not attributable to the Seller, the Seller shall be entitled to use substitute material which it considers fit for purpose.
- 3.10 The seller is entitled, after the conclusion of the agreement, to make minor changes to drawings, dimensions, weights and specifications without consulting the buyer, which in its justified opinion improve the quality of the goods to be delivered.

#### Article 4 | Prices

- 4.1 All prices are stated in euros and apply to delivery from the warehouse, including loading costs, excluding VAT, government levies, shipping, freight and administration costs, unless expressly agreed otherwise.
- 4.2 The Seller may pass on price increases of more than 10% if price changes have occurred between the time of offer/acceptance and delivery with regard to, for example, exchange rates, wages, raw materials, semi-finished products, transport or packaging materials.

#### Article 5 | Payment

- 5.1 Payment of orders for companies outside the Benelux must at all times be made in full after sending the order confirmation in a manner designated by the Seller, unless otherwise agreed in writing between the parties.
- 5.2 Payments within the Benelux must be made within 14 days of the invoice date in a manner to be indicated by the Seller, unless otherwise agreed in writing between the parties.
- 5.3 For all order sums exceeding € 10,000, 50% of the purchase price is payable after sending the order confirmation, 40% upon delivery and 10% within 14 days after delivery.
- 5.4 Payment shall be made in euros, with any conversion to the exchange rate on the day of payment.
- 5.5 In the event of liquidation, (application for) bankruptcy, admission to statutory debt rescheduling under the Dutch Natural Persons Debt Rescheduling Act, attachment or (provisional) suspension of payment of the Buyer or a foreign equivalent thereof, the Buyer must notify the Seller in writing within 24 hours and the Seller's claims against the

Buyer shall become immediately due and payable and the Seller shall be entitled to dissolve the agreement with immediate effect.

- 5.6 Payments shall first be applied to reduce the (collection) costs, then the interest and finally the principal sum.
- 5.7 If there are two or more obligations between the parties, any payment shall be imputed to the obligation(s) to be designated by the Seller.
- 5.8 The Buyer's right to set off its claims against the Seller or to suspend its obligations is excluded.
- 5.9 Objections by the Buyer to (the amount of) the invoice shall not affect the payment obligation.
- 5.10 If the Buyer fails to make payment within the agreed payment term, the Buyer shall be in default by operation of law. The Buyer shall then owe interest of 2% per month or part thereof, unless the statutory interest or statutory commercial interest is higher, in which case the highest interest applies. The interest on the amount due and payable will be calculated from the time the Buyer is in default until the time the full amount is paid.

#### Article 6 | Delivery

- 6.1 Unless the parties agree otherwise in writing, delivery of the goods shall take place at the time they leave the Seller's warehouse in Nijkerk. The risk for these goods shall pass to the Buyer at the time of delivery, irrespective of on whose instructions and at whose expense the transport of the goods takes place.
- 6.2 If delivery is made C.O.D., the Seller will always charge the Buyer C.O.D. costs.
- 6.3 If the goods are delivered, the Seller is entitled to charge any delivery costs to the Buyer. In case of export, the transport costs shall be borne by the Buyer.
- 6.4 The weight and/or size of the goods determines the amount of freight charges and these will be charged separately.
- 6.5 If the Seller has stated a delivery period, this shall be indicative. A stated delivery date is therefore never a deadline. If exceeded, the Buyer shall not be entitled to dissolution or damages, unless expressly agreed otherwise in writing.
- 6.6 If the Seller requires data from the Buyer for the performance of the agreement, the delivery period shall commence after the Buyer has made them available to the Seller.
- 6.7 The Seller is entitled to deliver sold goods in parts. If the goods are delivered in parts, the Seller is entitled to invoice partial deliveries separately.
- 6.8 The Buyer is obliged to accept the goods at the time the Seller delivers them or has them delivered to it, or at the time they are made available to it in accordance with the agreement.
- 6.9 If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, the Seller shall be entitled, at its discretion, either a) to store the goods at the Buyer's expense and risk, whereby the goods shall be deemed to have been delivered and any work agreed upon shall be deemed to have been carried out/delivered, or b) to dissolve the agreement (in part), all this without prejudice to the Seller's right to compensation.

#### Article 7 | Assembly

- 7.1 If partial or complete assembly has been agreed, the Buyer undertakes:
  - a. to ensure proper access to the place of performance designated by the Buyer, unloading and proper protection of the goods from the time of delivery (see Article 5.1);
  - b. to provide all necessary means insofar as no provision is expressly made for this in the Seller's quotation, as well as for the installation/assembly of the items;
  - c. allow Seller's personnel and/or subcontractors access to the site of performance to be designated by Buyer at all times until the work is completed.
- 7.2 The Buyer shall bear the risk for all Seller's material located at the place of performance of the agreement to be designated by the Buyer. Seller shall be entitled to full compensation for destroyed, damaged, lost or stolen material. All costs of repair or replacement will be charged to the Buyer as an addition to the original agreement.
- 7.3 The Buyer shall indemnify the Seller against all costs, which the Seller has to incur as a result of third party claims, which arise as a result of a damage-causing event at the place of performance designated by the Buyer at the time of the Seller's performance of the agreement.

#### Article 8 | Investigation, right of complaint

- 8.1 The Buyer shall be obliged to examine the delivered goods, or have them examined, at the time of delivery or transfer, but in any event within as short a period as possible. In doing so, the Buyer shall examine whether the quality and quantity of the delivered goods correspond with what was agreed.
- 8.2 If a model has been shown to the Buyer, it is presumed to have been shown only as an indication without the delivered good having to correspond to it, unless it is expressly agreed that the good will correspond to it.
- 8.3 Any visible shortages should be reported to the Seller in writing within 10 working days of delivery.
- 8.4 Any defects that were not immediately visible upon delivery must be protested to the Seller no later than one month after their discovery.
- 8.5 Buyer shall give Seller the opportunity to investigate the complaint.
- 8.6 If, pursuant to the previous paragraph, a timely complaint is made, the Buyer remains obliged to take delivery of and pay for the purchased goods.
- 8.7 If the Buyer wishes to return defective goods, it shall do so with the Seller's prior written consent in the manner indicated by the Seller. Returning defective goods expressly does not imply dissolution of the agreement.

#### Article 9 | Collection costs

- 9.1 If the Buyer is in default or omission in the (timely) performance of its obligations, all reasonable costs incurred to obtain extrajudicial satisfaction shall be borne by the Buyer. The collection costs shall be fixed at 15% of the purchase price with a minimum of € 1,500.
- 9.2 If user has incurred higher costs, which were reasonably necessary, these shall also qualify for reimbursement.
- 9.3 Any judicial and execution costs incurred shall also be borne by the Buyer in full and without limitation to the liquidation rate.



Article 10 | Retention of title

- 10.1 All goods delivered by Seller shall remain Seller's property until Buyer has paid all Seller's claims on any account.
- 10.2 The Buyer is not authorised to pledge or otherwise encumber the goods subject to retention of title, this provision has the effect of property law within the meaning of Article 3:83 paragraph 2 of the Civil Code.
- 10.3 As long as the ownership of the delivered goods has not yet been transferred to the Buyer, the Buyer shall be obliged to properly insure and keep insured the goods in question, the Buyer shall be obliged to send the evidence in this respect at the Seller's request.
- 10.4 If third parties seize the goods delivered under retention of title or wish to establish or enforce rights to them, the Buyer shall be obliged to inform the Seller thereof immediately.
- 10.5 In the event that the Seller wishes to exercise its property rights indicated in this article, the Buyer hereby grants unconditional and irrevocable permission to the Seller or third parties to be appointed by the Seller to enter all those places where the Seller's property is located and to take back the goods delivered under retention of title.

Article 11 | Warranty

- 11.1 Seller guarantees that the delivered goods comply with the technical requirements and specifications set by Dutch law at the time of delivery.
- 11.2 The Seller guarantees the promised quality of the products for one year after delivery. This guarantee is limited to that guaranteed to Seller by Seller's suppliers.
- 11.3 Any warranty granted by Seller is limited to:
- a) items other than consumables, including, but not limited to, batteries batteries and the like;
- b) manufacturing defects and therefore does not include damage due to wear and tear and improper or inexpert use;
- 11.4 The warranty granted by the Vendor shall lapse:
- a) upon resale of the delivered goods, unless the parties have expressly agreed otherwise;
- b) in the event of inexpert or improper use by the Buyer, at the Seller's discretion;
- c) when the Buyer or a third party carries out modifications, changes or repairs to/of the delivered goods.
- d) if the Buyer does not timely protest to the Seller about this, in accordance with the provisions of these terms and conditions.
- 11.5 As long as the Buyer has not fulfilled its obligations arising from the agreements entered into by the parties, no warranty may be invoked.

Article 12 | Suspension and termination

- 12.1 Seller is authorised to suspend the fulfilment of its obligations or dissolve the agreement if:
- a. Buyer does not fulfil its obligations under the agreement, in time or in full;
- b. Seller has valid reasons to fear that Buyer will not, not timely or not fully comply with the obligations.
- c. Buyer was requested to provide security for the fulfilment of its obligations under the agreement when the agreement was concluded and such security is not provided or is insufficient. As soon as security has been provided, the authority to suspend shall lapse, unless the fulfilment has been unreasonably delayed as a result.
- 12.2 The Seller shall be entitled to dissolve the agreement or have it dissolved if circumstances arise which are of such a nature that fulfilment of the agreement cannot possibly be required or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that unaltered maintenance of the agreement can no longer reasonably be expected in the Seller's opinion, irrespective of whether there is any default on the part of the Buyer.
- 12.3 If the agreement is dissolved, Seller's claims against Buyer shall be immediately due and payable. If the Seller suspends fulfilment of its obligations, it shall retain its claims under the law and the agreement.
- 12.4 The seller always retains the right to claim damages.

Article 13 | Dissolution

- 13.1 The Buyer is entitled to dissolve the agreement with the Seller within 72 hours of the Seller sending the order confirmation. Otherwise, cancellation and/or rescission is excluded.
- 13.2 If the Buyer wishes to cancel, the Buyer will be charged 10% of the agreed order price including VAT as a cancellation fee, without prejudice to the right to full compensation, including lost profit.
- 13.3 If, upon cancellation, the Buyer refuses to take delivery of the goods already purchased by the Seller, such as materials and raw materials, whether processed or unprocessed, the Buyer shall be obliged to pay to the Seller all resulting costs.

Article 14 | Liability

- 14.1 If goods delivered by the Seller are defective, the Seller's liability to the Buyer shall be limited to a maximum of the amount of the payment to be made by the Seller's insurer, or at least to a maximum of the invoice amount, or that part of the agreement to which the liability relates.
- 14.2 The Seller shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
- 14.3 The limitations of liability for direct damage contained in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of the Seller or its subordinates.
- 14.4 All Buyer's claims against Seller for breach of contract or wrongful act lapse as soon as a period of four months has elapsed after the day on which Buyer could have known of the existence of the right of claim.

Article 15 | Force majeure

- 15.1 The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance not attributable to gross negligence or intent on the part of the party invoking it.
- 15.2 In these general terms and conditions, force majeure means, in addition to its definition in law and case law, all external causes, foreseen or unforeseen, over which the Seller

cannot exercise any control, but which prevent the Seller from fulfilling its obligations. Strikes at the Seller's company shall be included.

- 15.3 The Seller shall also be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Seller should have fulfilled its commitment;
- 15.4 The parties may, during the period of force majeure, suspend the obligations under the agreement. If this period lasts longer than two months, each of the parties shall be entitled to dissolve the agreement, without any obligation to pay damages to the other party, subject to the provisions in 15.5.
- 15.5 Insofar as the Seller has already partially fulfilled its obligations under the agreement at the time of the commencement of the force majeure or will be able to fulfil them, and independent value can be attributed to the part already fulfilled or to the part to be fulfilled respectively, the Seller is entitled to invoice the part already fulfilled or to be fulfilled respectively separately. The Buyer shall be obliged to pay this invoice as if it were a separate agreement.

Article 16 | Special products

- 16.1 Unless expressly agreed otherwise, the Seller shall be entitled to make special items made for the Buyer also for third parties.
- 16.2 The Buyer must inspect samples of special items within 10 days of shipment. If the Seller has not received a rejection notice after 10 days, the samples are deemed approved.
- 16.3 Unless expressly agreed otherwise, all models, samples, shapes, calculations and all other equipment and instructions in connection with the making of special items shall be and remain the property of the Seller.

Article 17 | Intellectual property rights

- 17.1 All intellectual property rights in respect of the Seller's products, as well as in respect of the documents provided by the Seller, including, but not limited to, offers, advice, brochures, photographs, designs, drawings, belong exclusively to the Seller, its licensors or its suppliers.
- 17.2 The Buyer only acquires the rights of use expressly granted by these general terms and conditions, the written agreement between the parties and the law. Any right of use granted to the Vendor shall be non-exclusive, non-transferable, and subject to a pledge and sub-licensing prohibition.
- 17.3 Drawings, know-how, technical details and designs made available to the Buyer by the Seller may not be copied or made available for inspection or disclosure to third parties without written consent. They must be returned to the Seller immediately after use. By mere violation of this provision, the Buyer forfeits to the Seller an immediately payable fine of €50,000.00 each time and of €5,000.00 for each day that the violation continues.

Article 18 | Other provisions

- 18.1 If one or more provisions in these general terms and conditions are null and void or may be annulled, the other provisions of these general terms and conditions shall continue to apply. The Seller and the Buyer shall agree on new provisions to replace the void or nullified provisions, taking into account the purpose and meaning of the original provisions.
- 18.2 Buyer's rights under this agreement are not transferable.
- 18.3 The Buyer is obliged to maintain strict confidentiality of all prices, rates and other conditions/elements of goods or services provided by the Seller to the Buyer.

Article 19 | Disputes

- 19.1 The court in the Seller's place of business shall have exclusive jurisdiction to hear disputes. Nevertheless, the Seller has the right to submit the dispute to the court with jurisdiction under the law.

Article 20 | Applicable law

- 20.1 Any agreement between Seller and Buyer shall be governed by Dutch law.
- 20.2 The Vienna Sales Convention is expressly excluded.

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