



# GENERAL TERMS AND CONDITIONS OF SALE

KLINGER B.V.

Last updated: July 2025

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## ARTICLE 1 | DEFINITIONS

In these general conditions of sale, the following definitions shall apply:

1. **Agreement:** any agreement or order between KLINGER and Customer for KLINGER to provide Products and/or Services to Customer;
2. **Carriage Paid delivery:** Delivery where KLINGER bears the risks and costs, including duties, taxes and other levies associated with the delivery of the Goods;
3. **Customer:** the Customer of KLINGER who purchases Products or Services through an Agreement;
4. **KLINGER:** the enterprise as defined in Article 2 of these General Terms and Conditions;
5. **Party(ies):** Customer and KLINGER together or each as an individual contract party;
6. **Product(s):** the Products offered by KLINGER;
7. **Services:** the Services offered by KLINGER which may include, but are not limited to, transportation, installation, assembly, repair, and maintenance of Products;
8. **Third Party/Parties:** other natural or legal persons who are not part of this Agreement;
9. **Transport:** the Agreement under which KLINGER or a Third Party acts as a forwarder to transport Products, as referred to in Art. 8:60 of the Dutch Civil Code, for the purpose of transporting the Products from one location to another location;
10. **Written/in Writing:** by e-mail or post.

## ARTICLE 2 | IDENTITY OF KLINGER

- |                                   |                    |
|-----------------------------------|--------------------|
| » Company name:                   | KLINGER B.V.       |
| » Street name and number:         | Nikkelstraat 2     |
| » Postcode and place of business: | 3067 GR, Rotterdam |
| » Chamber of Commerce number:     | 24127869           |

## ARTICLE 3 | GENERAL PROVISIONS

1. These General Terms and Conditions of Sale apply to all requests, offers, Agreements and other (legal) acts relating to the provision of Services or Products by KLINGER.
2. The applicability of any purchase conditions, sales conditions or general terms and conditions of the Customer and/or Third Parties is expressly rejected.
3. Deviating clauses and any conditions of the Customer shall only apply if and insofar as KLINGER has expressly agreed to them in Writing. The Customer cannot derive any future rights from any agreed deviations from the General Terms and Conditions of Sale.
4. If any provision of the General Terms and Conditions of Sale is null and void or annulled, the other provisions of the General Terms and Conditions of Sale shall remain in full force and the Parties shall consult in order to agree on new provisions to replace the null and void or annulled provisions, taking into account as much as possible the purpose and meaning of the null and void or annulled provisions.
5. If there is a discrepancy between the Dutch text of the General Terms and Conditions of Sale and any translation thereof, the Dutch text shall prevail at all times.
6. KLINGER reserves the right to unilaterally amend or supplement the General Terms and Conditions of Sale. In that case KLINGER shall timely notify the Customer of the amendments or additions. There will be at least 30 (thirty) days between this notification and the coming into force of the amended or supplemented Terms and Conditions.

7. Any provisions of these General Terms and Conditions of Sale and the Agreement that are intended to remain in force after the termination of the Agreement shall remain in full force even after the expiry of the Agreement.
8. If KLINGER has already provided the Customer with a copy of the General Terms and Conditions of Sale in previous Agreements, or if KLINGER has informed the Customer where the General Terms and Conditions of Sale are available for inspection, the Customer shall be deemed to have taken note of the General Terms and Conditions of Sale. A Customer who has previously agreed to these General Terms and Conditions of Sale agrees to their applicability to all subsequent Agreements between the Parties.
9. KLINGER has the right to engage Third Parties in the performance of the Agreement.

## ARTICLE 4 | THE OFFER

1. All offers are non-binding, unless otherwise agreed in Writing. Each offer is valid for the period stated in the offer. If no period is stated, an offer is valid for 30 (thirty) days.
2. The offer contains a complete and accurate description of the Products and/or Services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the Customer. Obvious errors or mistakes, such as incorrect pricing, shall not bind KLINGER.
3. If an offer is made based on data provided by the Customer, the Customer cannot claim any errors or defects in the Products or Services arising from incorrect or incomplete data. KLINGER shall not be liable for any damage resulting from incorrect or incomplete data provided by the Customer, and the Products shall be deemed 'fit for purpose' based on such data.
4. Unless otherwise expressly agreed in Writing with KLINGER, an Agreement is binding and irrevocable for the Customer.
5. Upon acceptance of an offer by the Customer, KLINGER is entitled to revoke this offer within 2 (two) days after the time of acceptance.

## ARTICLE 5 | THE AGREEMENT

1. KLINGER reserves the right not to perform a concluded Agreement, for instance if it has reasonable doubts or information that the Customer will not (be able to) fulfil its (financial) obligations. If KLINGER refuses, it shall inform the Customer in Writing of the refusal within a reasonable period after the conclusion of the Agreement.
2. The Customer's right of suspension and right of set-off are excluded if the Customer acts in the course of a profession or business.
3. These General Terms and Conditions of Sale also apply to future, additional and/or follow-up orders.
4. Agreed (delivery) terms are always indicative. (Delivery) terms are therefore not deadlines. Exceeding a term therefore does not entitle the Customer to compensation.
5. If the Customer has accepted the offer, KLINGER shall immediately confirm the receipt of the acceptance of the offer.

## ARTICLE 6 | USE OF TRADEMARKS AND DESIGNATION

1. If KLINGER delivers Products under a special quality indication and/or brand, the Customer is - by means of an indication on the invoice and/or Products - obligated to offer these Products exclusively under the indications established by KLINGER and to also impose this obligation on Third Parties in case of resale or legal succession.
2. In addition to paragraph 1 of this article, the indication on the invoice line is considered the leading brand and quality indication. The brand and quality indication from the header of the invoice is not leading.

If Customer breaches the obligation referred to in paragraph 1 of this article, Customer shall be liable on pain of forfeiture of an immediately payable penalty, which is not subject to mitigation, of at least €100,000 per breach or occurrence.

## **ARTICLE 7 | DISSOLUTION**

1. If the Customer fails to perform one or more of its obligations, does not perform them on time or properly, is declared bankrupt, applies for a (provisional) moratorium and/or deferral of payment, proceeds to liquidate its business, as well as when its assets are seized in whole or in part, KLINGER shall be entitled to suspend the performance of the Agreement or to terminate and/or rescind the Agreement by operation of law and without prior notice of default, in whole or in part, by means of a Written declaration, subject to any right it may have to compensation of costs, damages and interest.
2. If the Agreement terminates by reason of force majeure, as referred to in Article 9 of these General Terms and Conditions of Sale, KLINGER shall be entitled to payment of the Products already purchased, hours worked and/or investments made by KLINGER at the time of termination of the Agreement.

## **ARTICLE 8 | LIABILITY**

1. KLINGER shall not be liable for direct or indirect damage. Not excluded is KLINGER's liability for damage resulting from intent or deliberate recklessness of KLINGER.
2. If KLINGER can nevertheless be held liable in a specific case, notwithstanding the provisions of this Article, this shall only apply to direct damage. In such cases KLINGER's total liability shall be limited to compensation of damage up to the amount stated on the invoice for the relevant Product or Service to which the damage relates.
3. The amount of compensation shall never exceed the amount covered by KLINGER's liability insurance.
4. If KLINGER can nevertheless be held liable for indirect damage, such damage shall exclusively mean:
  - a. reasonable costs that the Customer would have to incur to have KLINGER's performance comply with the Agreement; however, such replacement damage shall not be compensated if the Agreement is rescinded by or at the request of the Customer;
  - b. reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to damage within the meaning of these general terms and conditions;
  - c. reasonable costs incurred to prevent or limit damage insofar as the Customer demonstrates that these costs led to a limitation of damage within the meaning of these general terms and conditions.
5. The Customer indemnifies KLINGER against any claims of Third Parties, who suffer damage in connection with the performance of the Agreement.
6. A condition for the creation of any right to compensation is always that the Customer reports the damage in Writing to KLINGER as soon as possible, and always within 2 (two) weeks after it arises. Any claim for damages against KLINGER shall lapse by the mere expiry of 12 (twelve) months after the occurrence of the claim.
7. KLINGER shall not be liable for damage inflicted by auxiliary persons as referred to in Section 6:76 of the Dutch Civil Code.
8. KLINGER shall not be liable for any damage, of whatever nature, if KLINGER has relied on incorrect and/or incomplete data provided by the Customer or if the Customer has been late in providing such data.

## **ARTICLE 9 | FORCE MAJEURE**

1. In addition to the provisions of Section 6:75 of the Dutch Civil Code, a failure by KLINGER to perform any obligation towards the Customer cannot be imputed to KLINGER in the event of a circumstance beyond KLINGER's control, as a result of which the performance of its obligations towards the Customer is wholly or partly impeded or as a result of which the performance of its obligations cannot reasonably be required of KLINGER. Such circumstances shall include non-performance by suppliers or other Third Parties, a shortage of raw materials and materials used for the manufacture of the Products, (power) failures, computer viruses, extreme weather conditions, fire (danger), (imminent) danger of war, pandemics, epidemics, quarantines, absenteeism, incapacity for work, strikes, government measures and breakdowns of means of transport and equipment with which the Products are or have to be transported, assembled or manufactured.

2. If a situation as referred to in paragraph 1 of this Article occurs as a result of which KLINGER cannot fulfil its obligations towards the Customer, those obligations shall be suspended for as long as KLINGER cannot fulfil its obligations. If a force majeure situation lasts for more than 30 (thirty) calendar days, either Party may terminate the Agreement in Writing, in full or in part. In that case KLINGER is not liable for any damage, even if KLINGER benefits in any way from the Force Majeure Situation.

## ARTICLE 10 | WARRANTY

1. KLINGER guarantees that the Products and Services comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the Agreement. All Services shall be performed with:
  - a. any necessary registrations, licences, permits or authorisations;
  - b. in a competent manner;
  - c. in accordance with the Agreement;
  - d. free from shortcomings or defects;
  - e. in accordance with the Customer's specifications, samples, models, and designs.
2. KLINGER offers a warranty period of 1 (one) year on the Services performed by KLINGER. This term starts on the date of completion of the relevant Service.
3. KLINGER offers a warranty period of 1 (one) year on the Products unless it concerns a Product to which the supplier's warranty period applies. In such case, the warranty period shall be the period offered by Supplier, but no more than 1 (one) year. This period shall commence on the date of delivery of the relevant Product.
4. To make a warranty claim, the Customer must notify KLINGER in Writing of the defect within the warranty period, with a detailed description of the problem and, if possible, evidence of the defect. The claim must be made within 14 (fourteen) days after the Customer has become aware of the defect or after the defect has occurred.
5. The warranty period expires if:
  - a. Customer, or a Third Party engaged by Customer, has installed, repaired, and/or processed the Products delivered by KLINGER in a manner other than in accordance with the protocols and/or instructions provided by KLINGER or if the installation, repair, and/or processing has not been carried out by qualified personnel;
  - b. The delivered Products have been exposed to abnormal conditions or otherwise carelessly treated or treated contrary to KLINGER's instructions and/or on the packaging;
  - c. The defectiveness is entirely or partly the result of regulations imposed or to be imposed by the government on the nature or quality of the materials used.

## ARTICLE 11 | FEES/PRICES

1. All amounts are in euros and exclusive of turnover tax and other levies imposed by the authorities, unless otherwise agreed in Writing.
2. KLINGER reserves the right to adjust prices based on market developments. KLINGER shall inform the Customer of any price changes in Writing.
3. Discounts and quoted amounts do not automatically apply to future Agreements.

## ARTICLE 12 | PAYMENT AND INVOICING

1. Unless otherwise provided for in the Agreement or additional terms and conditions, the amounts due by the Customer shall be paid within 30 (thirty) days from the invoice date.
2. The Customer is obliged to immediately report inaccuracies in payment data provided or mentioned to KLINGER.
3. If the Customer fails to meet its payment obligation(s) in time, KLINGER shall notify the Customer of the overdue payment and grant them a period of 7 (seven) days to fulfil its payment obligations. After failing to pay within this

seven-day period, the Customer shall be in default. As a result, the Customer shall also be liable for the statutory (commercial) interest on the amount still due. In addition, KLINGER shall be entitled to charge the extrajudicial collection costs it has incurred.

4. In case of reasonable expectation of bankruptcy, liquidation or suspension of payments or debt restructuring under the WSNP, KLINGER's claims on the Customer and the Customer's obligations towards KLINGER shall be immediately due and payable.
5. Payments made by the Customer always serve firstly to settle all interest and costs due, secondly to settle payable invoices that have been outstanding the longest, even if the Customer indicates that the payment relates to a later invoice.

## ARTICLE 13 | DELIVERY

1. The place of delivery shall be the address that the Customer has made known to KLINGER.
2. KLINGER delivers the Products within and outside Europe according to DAP (Delivered At Place) and EXW (Ex Works) under Incoterms 2020. This applies to all forms of road, water, rail, and air transport.
3. If delivery of an ordered Product proves impossible, KLINGER shall make every effort to provide a replacement Product. At the latest upon delivery, but if possible before shipment, it will be stated in a clear and comprehensible manner that a replacement Product will be delivered. For replacement articles, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by KLINGER.
4. If the delivery cannot be completed due to the fault of the Customer or the delivery is delayed for 14 (fourteen) days due to the fault of the Customer and KLINGER has to take back the Products or take them into storage, any damage and/or loss of Products shall be at the expense and risk of the Customer.
5. All delivery dates are - in accordance with the provisions of Article 5 paragraph 6 of these general terms and conditions - indicative. Therefore, the Customer cannot derive any rights from any terms stated. Exceeding a term therefore does not give the Customer any right to compensation.
6. If the Parties have agreed that Products are not delivered Carriage Paid, the Customer shall bear the risk for the Products during transport, from the moment the Products leave KLINGER's warehouse. KLINGER shall choose the means of transport and the carrier, unless otherwise agreed.
7. If the Products are sold Carriage Paid, however, the Customer shall bear the risk for the Products from the moment of delivery at the place of delivery referred to in paragraph 1 of this provision. The risk shall also be borne by the Customer if it fails to receive delivery of the Products on time, or if the Customer fails to cooperate in the delivery process.
8. KLINGER reserves the right to deliver 10% more or less of the quantity of Products ordered. For permissible size deviations, reference is made to the internationally applicable standards for the relevant articles, all this insofar as no deviation has been expressly agreed in Writing at the time of the offer and insofar as no special specification has been agreed.

KLINGER shall be entitled to deliver an order as a whole or successively in parts. In the latter case KLINGER shall be entitled to invoice each partial delivery separately to the Customer and to demand payment for it. If and as long as a partial delivery is not paid for by the Customer, KLINGER shall not be obliged to deliver the next partial delivery, but KLINGER shall be entitled to choose to suspend or terminate the Agreement, insofar as it has not yet been performed, without judicial intervention and without any notice of default of the Customer, without prejudice to its other rights, including its right to claim damages.

## ARTICLE 14 | COMPLAINTS

1. The Customer may no longer rely on a defect in the performance if they have not protested to KLINGER within 14 (fourteen) days after they have discovered or reasonably should have discovered the defect. If there is a visible defect upon delivery, a period of 48 (forty-eight) hours shall apply.

2. The Customer must in any case give KLINGER 4 (four) weeks to resolve the complaint by mutual agreement.
3. If a complaint has not been reported to KLINGER within the periods specified in the preceding paragraphs, the Product shall be deemed to comply with the Agreement and to function in accordance with the Agreement.
4. Complaints do not suspend the Customer's payment obligation if the Customer is acting in the course of a profession or business.

## **ARTICLE 15 | TRANSFER**

1. Rights and obligations of the Customer under this Agreement cannot be transferred without the prior Written consent of the other Party. This provision counts as a clause with effect under property law as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

## **ARTICLE 16 | DURATION AND TERMINATION**

1. If an Agreement is entered into for a definite period, it cannot be terminated prematurely.
2. KLINGER shall be entitled at its option to suspend the Agreement in whole or in part without further notice of default with immediate effect or to rescind the Agreement in whole or in part In Writing, without being obliged to pay any compensation, in case of:
  - a. suspension of payments or declaration of bankruptcy of the Customer or an application to that effect;
  - b. receivership or administration of the Customer;
  - c. sale or termination of business or death of Customer;
  - d. withdrawal of permits from the Customer that are necessary for the performance of the Agreement;
  - e. all or part of the Customer's assets or a significant part of the Customer's assets or Products intended for the performance of the Agreement are seized;
  - f. the fact that the Customer does not or does not fully comply with one or more obligation(s) under the Agreement and/or the General Terms and Conditions of Sale.

## **ARTICLE 17 | RETENTION OF TITLE**

1. The ownership of all items sold and delivered by KLINGER to the Customer shall remain with KLINGER:
  - a. as long as the Customer has not paid claims under the Agreement or previous or subsequent similar Agreements;
  - b. as long as the Customer has not yet paid for the work performed or to be performed under these or similar Agreements;
  - c. and as long as the Customer has not yet satisfied the claims of KLINGER on account of failure to perform such obligations, including claims in respect of penalties, interest, and costs, all this as referred to in Section 3:92 of the Dutch Civil Code.
2. The Customer is not authorised to pledge or otherwise encumber the items subject to retention of title.
3. KLINGER shall be entitled to unhindered access to the Product when exercising the retention of title. The Customer shall give KLINGER full cooperation in order to enable KLINGER to exercise the retention of title by repossessing the Product, including any dismantling required for that purpose. The Customer hereby unconditionally and irrevocably authorises KLINGER or a Third Party to be appointed by KLINGER, in all cases in which KLINGER wishes to exercise its property rights, to enter all those places where the property will be located and to remove the items from there.
4. If the Customer has acquired ownership of the items delivered under retention of title by accession or mixing and the Customer has not yet paid the claims as referred to in paragraph 1, the Customer shall at KLINGER's request



be obligated to transfer ownership of the delivered items back to KLINGER. If this requires the establishment of a right of superficies as referred to in Section 5:101 of the Civil Code, the Customer shall be obliged to cooperate in this.

5. If Third Parties seize the items delivered under retention of title or wish to establish or enforce rights over them, the Customer shall be obliged to inform KLINGER thereof as soon as may reasonably be expected.

## **ARTICLE 18 | CANCELLATION CONDITIONS**

Cancellation of a Service or purchase of Products must be made in Writing and is only possible if KLINGER gives its consent in Writing and takes place subject to the following:

1. Cancellation must be made at least 10 (ten) days before delivery date of the Products/day on which the Service will be performed.
2. In case of cancellation, the Customer shall indemnify KLINGER for claims of Third Parties as a result of the cancellation of the Agreement.
3. In case of cancellation, the Customer remains obliged to reimburse the costs already incurred by KLINGER for the performance of the Agreement.
4. Cancellation is not possible if there is force majeure as regulated in the Agreement and the General Terms and Conditions of Sale.
5. Cancellation of individual deliveries of Products within an Agreement for a definite or indefinite period is not possible unless KLINGER agrees to this in Writing.

## **ARTICLE 19 | TRANSPORT**

1. The parties agree in the Agreement at whose expense and risk the Transport will take place.
2. Returns must be reported to KLINGER In Writing in advance. Additional return conditions can be found in the Return Regulations, which will be made available by KLINGER upon entering into the Agreement.

## **ARTICLE 20 | CONFIDENTIALITY**

1. Confidentiality of all confidential information, which the Customer has obtained from KLINGER in the context of the Agreement, is mandatory for the Customer. Information is confidential if this has been indicated by KLINGER or if this reasonably follows from the nature of the information.

## **ARTICLE 21 | APPLICABLE LAW**

1. Agreements between KLINGER and Customer shall be governed exclusively by Dutch law.
2. Disputes between Parties will be resolved as much as possible through proper consultation. All disputes between the Customer and KLINGER shall be settled exclusively by the competent court in the district in which KLINGER has its registered office.