

General conditions of sale and rental Tomassen Trading

Article 1. Application

- 1.1 These general conditions apply to every offer, tender and agreement between Tomassen Trading and the Other Party (including any customer or renter), as well as the implementation of this agreement, insofar as these conditions have not expressly and in writing, in whole or in part, been waived.
- 1.2 A reference by the Other Party to its own terms and conditions is not accepted by Tomassen Trading and are therefore not applicable, unless agreed to in writing by Tomassen Trading. If one or more provisions of these terms and conditions prove to be invalid or destroyed, the legal effect of the other provisions shall not be affected.

Article 2. Offer

- 2.1 Each offer shall be free of obligations and remain valid up to 14 days after the quote date, unless otherwise specified in the quotation. Every offer is based on the condition of the item sold;
- 2.2 Tomassen Trading is permitted to withdraw an offer in writing, after which Tomassen Trading would no longer need to adhere to.
- 2.3 Statements and specifications with regards to dimensions, capacities, hour readings, performance or results, year of construction and prices in pictures, drawings, catalogues, advertising material, etc. do not bind Tomassen Trading and are only approximations. The statements and specifications are based on information obtained by Tomassen Trading from third parties to which the Other Party cannot acquire any rights and for which Tomassen Trading is not liable for;

Article 3. Prices

- 3.1 The prices mentioned in the quotation and order confirmation exclude VAT, unless otherwise indicated. The prices exclude costs for transport and insurance. Price increases within 3 months after the conclusion of the contract are to be paid for by Tomassen Trading. A price increase 3 months after the conclusion of the contract may be charged to the Other Party, without any entitlement by the Other Party to terminate the agreement;

Article 4. Payment

- 4.1 Unless otherwise agreed in writing, payment should be made to Tomassen Trading before or upon the purchase or delivery of the goods sold.
- 4.2 The customer is not allowed to postpone any payments due to Tomassen Trading, nor is discount and/or settlement by the Other Party allowed.
- 4.3 Before supply, Tomassen Trading is entitled to claim an advance from the Other Party. In addition, should Tomassen Trading fear the Other Party would not fulfil their payment obligations, Tomassen Trading is entitled to request a security from the Other Party.
- 4.4 If the Other Party fails to pay on time, they shall be deemed, without any notice, to have defaulted. The Other Party shall be liable, from the payment expiry date referred to in article 4.1 up to the date of payment, for the contractual interest of 1% per month, unless the statutory (commercial) interest is higher in which case the statutory (commercial) interest becomes due and payable.
- 4.5 If Tomassen Trading's delivery is partial, it is entitled in each partial delivery to claim partial payment of the delivered goods. The Other Party will receive for each partial delivery a part invoice.
- 4.6 Each payment by the Other Party applies first to the settlement of the interest payable, as well as to the settlement of the by Tomassen Trading incurred costs and will be deducted first from the outstanding claim.

- 4.7 Payable by the Other Party are all actual costs associated with the collection of the claim(s) onto the Other Party, both judicial and extrajudicial, including solicitor's fees. If the Other Party acts as a consumer, they are subject to the conditions of the Dutch act on the standardisation of extrajudicial collection costs (Wet normering buitengerechtelijke incassokosten).
- 4.8 Tomassen Trading has the right by the mere occurrence of one of the following conditions to dissolve the agreement, the right without prejudice to claim damages, all outstanding claims shall become immediately payable without further notice of default:
- a. If the Other Party is declared bankrupt, or requests suspension of payment or a statutory debt rescheduling arrangement has applied to them as a natural person, or if an attachment of all or a portion of their assets has been applied;
 - b. If the Other Party dies;
 - c. If the Other Party discontinues or transfers their company or an important part thereof, including the moving of its business into a corporation or an already existing company, or proceeds to change the company objectives;
 - d. If the Other Party fails to pay an invoice amount or part thereof within the stated period;
 - e. If the Other Party refuses to or at least fails to give such security as described in paragraph 3;

Article 5. Delivery and lead time

- 5.1 The Other Party is obliged to accept the items when these become available or handed to them at the in the agreement determined moment in time.
- 5.2 The lead time is an estimated time of delivery, unless a fixed delivery time has been agreed.
- 5.3 If this probable lead time is exceeded, Tomassen Trading will be given additional time to deliver nonetheless. This period is equal to 3 weeks.
- 5.4 The Other Party has only the right to dissolve the agreement after informing Tomassen Trading by registered letter of their default and that a period of 3 weeks will be given to Tomassen Trading to comply with their obligations.
- 5.5 Tomassen Trading is, in the event of exceeding the delivery time, not obliged to comply with any damages to the Other Party, of any nature whatsoever.
- 5.6 Unless expressly otherwise agreed, the delivery will take place at the company address or at the repository of Tomassen Trading. The Other Party is responsible upon delivery for the loading and transportation of the goods sold. Tomassen Trading and the Other Party can agree for Tomassen Trading to transport the goods sold at cost and risk to the Other Party using a carrier as appointed by the Other Party. The Other Party is responsible for the unloading of the products sold at the designated address and bears all risk for any damage caused during the transport and the loading/unloading;
- 5.7 If, pursuant to paragraph 6, the by the Other Party designated address is outside of the Netherlands, the Other Party must arrange for the necessary export and import licences and all customs formalities. All associated costs are for the Other Party.

Article 6. Inspection and condition of delivery

- 6.1 The Other Party has prior to the sale the right to inspect the matter from the outside and inside, to test and to take readings. The Other Party is allowed to use a recognised expert to create an inspection report about the item;
- 6.2 The item is sold and supplied by Tomassen Trading in the condition in which it is at during the sale. The Other Party should ascertain if the item to be purchased is suitable for the use for which the Other Party intends to acquire the item;
- 6.3 Tomassen Trading provides no guarantee on goods which were not new at the time of sale. In case a sold item is not new, only the manufacturer's warranty applies. The Other Party can only claim on that warranty after all obligations to Tomassen Trading have been met. No warranty is provided for defects which result from normal wear and tear, improper and/or

- negligent use, use not in accordance with its purpose, no or incorrect maintenance and/or repairs by third parties used by the Other Party;
- 6.4 If a permit is required for the possession and/or use of the purchased goods, the Other Party will be responsible for such documentation;

Article 7. Liability

- 7.1 Tomassen Trading is not liable for:
- improper use of the goods delivered or the use for a different purpose than that for which it is objectively intended for;
 - careless conduct by the Other Party and/or its staff and/or other third parties involved by the Other Party;
 - damage caused to items or individuals;
 - verbal advice given;
- 7.2 From the time of delivery to the Other Party, Tomassen Trading is indemnified against all claims from third parties, including payment of compensation, regardless of the cause of the damage;
- 7.3 Tomassen Trading is also not liable for the consequences when the Other Party or third parties carry out repairs without the consent of Tomassen Trading. Nor does Tomassen Trading accept liability with such activities on the authority or supervision of an expert appointed by the Other Party.
- 7.4 If Tomassen Trading is liable contractually or otherwise to any compensation, it shall not exceed the invoice value or the redelivery of a similar item, at the discretion of Tomassen Trading. Tomassen Trading is never liable for consequential damages, including delays, stagnation damage, loss of profits and other indirect consequential losses.

Article 8. Force majeure

- 8.1 Force majeure is understood to mean: all external causes, foreseen or unforeseen, which Tomassen Trading cannot influence but which prevents Tomassen Trading from meeting its obligations. Strikes at Tomassen Trading, weather conditions, interruptions of transportation facilities, insufficient supply of parts, fire, government measures, disruptions, as well as a breach of contract by a supplier, are included.
- 8.2 In the event of a force majeure which, according to Tomassen Trading, is of a temporary nature, it has the right to suspend output until the force majeure is lifted. The Other Party shall not be entitled to terminate or dissolve the agreement.
- 8.3 In the event of a force majeure which, according to Tomassen Trading, is of a permanent nature, at least for longer than 2 months, Tomassen Trading will notify the Other Party in writing and either party may terminate the agreement without any claim for compensation in return.

Article 9. Right of retention

- 9.1 All the affairs of the Other Party managed by Tomassen Trading, may be held and serve as security, as long as the Other Party has not met all of its obligations to Tomassen Trading. The risk of goods under this right of retention remains vested in the Other Party;

Article 10. Retention of title

- 10.1 Goods delivered by Tomassen Trading remain its property until the Other Party has met all of its obligations arising from the contract with Tomassen Trading.
- 10.2 Tomassen Trading will be entitled to have, in the event of repossession of the delivered goods as referred to in paragraph 1, unhindered access to the goods, in which the Other Party has the obligation to fully cooperate with Tomassen Trading during the repossession of the delivered item. Failure to fulfil this obligation by or on behalf of the Other Party leads to a

directly payable fine of € 750 per day, without prejudice, for Tomassen Trading to apply or implement, in and/or out of court, the retention of title.

Article 11. Rental

- 11.1 A lease agreement is entered to for the duration and for the rent as agreed in the contract or as otherwise agreed. The full rental rate is chargeable even if the hired goods are used for less than 8 hours per day. Not included in the rental price are the cost of fuels, lubricants, cost of transportation and loading/unloading of the rented items, cost of operation and the sales tax (VAT) payable;
- 11.2 The payable rent should be payed within 14 days after the invoice date. Tomassen Trading has the right to partial, interim invoicing. The Other Party will pay a deposit at Tomassen Trading's first request for the provision of the leased goods. The deposit will be paid back, after proper return of the rented goods, and without any interest;
- 11.3 Upon receipt of the rented goods themselves, the Other Party must inspect the rented goods for soundness, wholeness and completeness. If the Other Party discovers defects or deficiencies during that inspection, the Other Party must notify Tomassen Trading immediately but no later than within 24 hours after receipt;
- 11.4 The Other Party is obliged to carefully use the hired goods and for the daily control of the hired goods (including the level of lubricating oil, coolant etc). The Other Party is not permitted to sublet or make the hired goods available to third parties without consent from Tomassen Trading.
- 11.5 Upon return of the rented goods, the Other Party is responsible for cleaning and for returning the goods in the same condition they were supplied. Costs of cleaning and/or repair of the rented goods are payable by the Other Party;
- 11.6 From the day of receipt of the rented goods, the Other Party is liable for all damage to the rented goods, including theft and accident. Damage should be reported immediately to Tomassen Trading. Tomassen Trading is not liable for item, injury, business and/or consequential damages which the Other Party, its staff or third parties may suffer under the terms of the rental agreement (including the use of the rented goods). The Other Party indemnifies Tomassen Trading for all damages, including the costs of legal assistance, as a result of claims by third parties, whatever they may be called;
- 11.7 The Other Party shall arrange for adequate insurance against theft and (company) liability;
- 11.8 Unless otherwise agreed in this article, all other provisions and conditions apply without prejudice during the rental period.

Article 12. Other provisions

- 12.1 All agreements to which these conditions apply are subject to Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 12.2 If an item is sold or rented to two or more Other Parties, they remain severally liable and responsible to Tomassen Trading for the full compliance of the agreement.
- 12.3 If the Other Party is not resident and/or domiciled in the Netherlands, all provisions of these general conditions remain fully applicable.
- 12.4 In the event of a dispute regarding the agreement between Tomassen Trading and the Other Party, including the execution thereof, the parties shall, as much as possible, through amicable agreement, try to resolve their dispute. If no solution can be reached through amicable consultation, all disputes, including those which are only regarded as such by one party which may arise in connection to or as a result of the agreement(s) or as a result thereof, will be dealt with before the courts in Oost-Brabant, in 's-Hertogenbosch. This, unless another authorised judge is required by Law;
- 12.5 The ability to bring any legal action before the courts by the Other Party for any dispute in respect of or as a result of the agreement between the parties expires after a period of one year after the cause of the dispute has arisen;