

# Unex B.V. – ENSCHEDE

## General terms and conditions of sale and delivery

### Article 1 TERMS AND CONDITIONS OF DELIVERY

1. These general terms and conditions apply to all deliveries, offers and agreements entered into by or with Unex B.V.
2. These general terms and conditions prevail over similar or other such general terms and conditions of the other party, unless Unex B.V. has otherwise specified in writing.
3. Any departure from these terms and conditions are not binding on Unex B.V. without written confirmation of this departure. Deviating conditions only apply in respect of the transaction to which they relate.

### Article 2 OFFERS

1. All offers made by Unex B.V. are free of obligation. The content of the offer is not binding on Unex B.V. without the written confirmation of Unex B.V.
2. Data in printed matter is not binding on Unex B.V. and can be changed without prior notice.

### Article 3 ASSIGNMENTS

1. An assignment for Unex B.V. can take place verbally or in writing.
2. As long as Unex B.V. has not provided written confirmation of any offer provided or made to it, Unex has not accepted this assignment of offer.

### Article 4 DELIVERY TIMES

1. The delivery times specified in the confirmation of order shall never be regarded as deadlines, unless this has been otherwise specifically agreed on. In the event of non-timely delivery, Unex B.V. is therefore required to be given written notice of default.
2. The delivery term shall be the period from the confirmation of order to the day on which the product is made available or shipped.
3. The delivery term shall be extended by the duration of any deferment which is caused by abnormal circumstances, delay in the supply of raw materials and/or resources, stoppages, fire, illness and/or other adversities, as well as any unforeseen eventualities as a result of which timely delivery can, within reason, no longer be demanded.
4. Exceeding the term of delivery does not give the other party any right to compensation for whatever costs, damages or interest that may be incurred.

### Article 5 DELIVERY

1. Delivery takes place by shipment to or making goods available on the date of delivery. From the date of delivery onwards, all risks with respect to damage caused to or by the goods delivered are the costs of the other party.
2. Unless otherwise agreed, the delivery takes place ex works.
3. If the goods are manufactured and sold according to the design of the other party, Unex is entitled to deliver up to a maximum of 10% below or above the amount ordered by the other party and charged accordingly.
4. All equipment and appliances designed by Unex B.V. remain the property of Unex and can in no way be made available to the other party, even if the latter has contributed to the costs of design and manufacture. Equipment for the manufacture of products for which no orders have been received over a period of 5 years may be destroyed by Unex B.V. without further consultation.

### Article 6 GUARANTEES

1. Unless Unex B.V. has specified otherwise in writing, Unex B.V. shall deliver to the normal standards and the dimensions, numbers, quantities, types, colours, etc. shall be agreed on in accordance with normal business practice.
2. Any guarantee issued is limited to the norms as specified in the confirmation of order, unless Unex B.V. has specified otherwise in writing.
3. Unex B.V. is not able to vouch for the suitability of the products it supplies for special purposes for which they are intended or used by the other party or his client, suitability for which has specifically not been guaranteed.
4. The guarantee with respect to the goods delivered and/or services does not extend to anything more than the supply of new parts free-of-charge.
5. Goods supplied to Unex B.V. for which a guarantee has been issued are not covered by any guarantee that may be provided by Unex B.V.

### Article 7 PRICES

1. Prices quoted by Unex B.V. are made free of obligation. The prices offered by Unex B.V. exclude the costs of transport, insurance, customs duties and similar costs, and are quoted ex works or ex depot, unless otherwise specifically agreed.
2. Prices offered by Unex B.V. include normal packaging, but exclude costs of equipment, crates and/or other material used for shipment.
3. Price rises occurring after the agreement has been entered into which are caused by levies, excise duties, raw materials prices, labour costs, fluctuations in foreign exchange rates or otherwise, can be passed on to the other party by Unex B.V. in all eventualities. In this event, the other party has the right - from that moment onwards - to dissolve the agreement in writing with respect to that part of the agreement which has not yet been carried out.

### Article 8 LIABILITY

1. Products which are marketed by Unex B.V. according to the design or drawings and/or the instructions of the other party remain the responsibility of the other party in full.
2. The other party indemnifies Unex B.V. against any ensuing claims and/or rights and/or costs, or damages, caused by any infringement of patent or other rights.
3. At the first time of asking, the other party shall provide Unex B.V. with legal support if Unex B.V. is involved in any legal proceedings with respect to the aforementioned claims.

### Article 9 PAYMENT

1. Payment is required to take place on delivery of the goods or immediately following the provision of services. If, however, an invoice is submitted specifying the payment deadline, payment is required to be made prior to this deadline.
2. Payments made by the other party always cover the settlement of all interest and costs and all payable invoices which remain outstanding for the longest, even if the other party specifies that the payment relates to a later invoice.

### Article 10 RETENTION OF TITLE

1. Unex B.V. retains title with respect to the goods that have been supplied to the other party until the invoice has been paid in full, plus any collection charges and interest.
2. As long as the title has not been passed on to the other party, the other party may not pledge the goods, transfer ownership fiduciary or grant a third party with any other right, except when this forms part of normal business practice.
3. Unex B.V. is entitled to repossess the goods delivered which are still held in possession by the other party to which retention of title applies, if the other party is in default of his payment obligations or finds himself in financial difficulties. When these goods are repossessed, the other party shall be credited with the market value (which may in no event be higher than the original cost price) minus the costs incurred as a result of the repossession.
4. Title to all goods delivered by us is retained until payment has been made to us with respect to:
  - goods delivered or still to be delivered by Unex to the customer in compliance with the agreement;
  - goods delivered or still to be delivered in compliance with such an agreement;
  - claims against the customer as a result of the non-fulfilment of obligations arising from such an agreement, for whatever reason, including the interest and debt collection charges.

### Article 11 DEBT COLLECTION

1. If the other party fails to pay on time a claim made on it by Unex B.V. pursuant to agreement entered into, Unex B.V. is automatically entitled to a forfeiture of interest amounting to 1.5% per month from the moment at which the payment deadline expires. Each part of the month counts as a full month.
2. If the other party remains in default after legal demand for payment on the part of Unex B.V., any extra judicial debt collection costs, explicitly also including legal costs incurred by Unex B.V., are chargeable to the other party. The extra judicial debt collection costs have been fixed at:
  - 15% with respect to initial payments up to € 10.000,=
  - 10% with respect to that part of the payment over and above € 10.000,= to € 15.000,=
  - 8% with respect to that part of the payment over and above € 15.000,= to € 40.000,=
  - 5% with respect to that part of the payment over and above € 40.000,=

### Article 12 FULFILMENT

If the other party fails to meet one or more of its obligations arising from this agreement, if he or she is undergoing or has requested bankruptcy or suspension of payment, Unex B.V. has the right to demand immediate payment with costs and interest, or to consider the agreement dissolved with the right to demand compensation from the other party, without prejudice to its other rights arising from these General Terms and Conditions and the Dutch Civil Code.

### Article 13 COMPETENT COURTS

Any disputes between parties, arising from this agreement, shall in the first instance be dealt with by the competent district court authorities in Almelo.

### Article 14 APPLICABLE LAW

Netherlands law applies exclusively to all agreements entered into with Unex B.V.