

General terms and conditions of Paul Meijering



1. Definitions

Paul Meijering:	Paul Meijering Metalen B.V., a private limited company with registered office in in Culemborg and principal place of business in Zaltbommel;
Buyer:	The party with which Paul Meijering has contracted, or wishes to contract;
Goods:	All goods and materials delivered or to be delivered by Paul Meijering;
Stock:	Goods that can be delivered directly from stock without any form of processing by Paul Meijering;
Specially ordered Goods:	Goods that cannot be delivered directly from stock at the time of placing the order and/or goods purchased and/or manufactured by Paul Meijering at the Buyer's request;
Downgraded material:	All goods and materials delivered or to be delivered by Paul Meijering without certificate and referred to as, but not limited to, second choice and surplus material.
Contract:	The contract between Paul Meijering and the Buyer.

2. General

- 2.1 These general terms and conditions ('General Conditions') govern all contracts between Paul Meijering and the Buyer, as well as all offers/invitations to treat made by Paul Meijering. Once there is a Contract governed by these General Conditions all subsequent transactions are likewise governed by these General Conditions.
- 2.2 Any deviation from these General Conditions or any part hereof is only binding if agreed in writing.
- 2.3 If any provision in these General Conditions is void or is avoided by court order, this shall not affect the effect of the other provisions, and Paul Meijering is entitled to replace the provision in question with a provision that is as close as possible in scope without being void or voidable.
- 2.4 Any general terms and conditions of the Buyer do not apply.
- 2.5 In the case of a textual difference of meaning between the different language versions of these General Conditions, the Dutch text and explanation under Dutch law shall always be determinant.

3. Formation of a Contract

- 3.1 All offers made by Paul Meijering are non-binding, both in terms of prices, delivery time and the possibility of delivery of the products offered, unless they are expressly stated in writing to be irrevocable. Offers may be revoked until a Contract has been concluded. Paul Meijering reserves the right to refuse an order without giving reasons.
- 3.2 A Contract is not binding until written an order placed by the Buyer is confirmed by Paul Meijering or until such time as Paul Meijering has started to execute that order.
- 3.3 Any additional, subsequent agreements or changes, as well as promises, shall only be binding on Paul Meijering if they have been confirmed in writing by Paul Meijering.
- 3.4 Product properties and images placed on the website and in catalogues only give an impression of the Goods and are not binding on Paul Meijering.

4. Prices

- 4.1 All prices are indicated in euros and exclusive of VAT, transport costs, packaging costs, additional costs (including certificate costs), import and export duties and other government levies.
- 4.2 Every sale is made under the express condition that the price is based on cost factors applicable at the time of concluding the Contract, such as purchase prices, wages, labour costs, transport costs, taxes and foreign currency settlement.
- 4.3 Paul Meijering has the right to increase prices by increases occurring before the day of delivery. Deviations of up to 10% of the price are considered reasonable.
- 4.4 The price offered shall be valid only for the specific contract and the quantities specified therein.

5. Delivery and delivery time

- 5.1 Goods are delivered FCA (Free Carrier), unless another mode of delivery is agreed in writing.
- 5.2 If the parties agree in writing on carriage paid delivery, the Goods shall travel at Paul Meijering's expense and risk. Delivery carriage paid shall be unloaded, so that the Buyer is responsible for unloading the cargo.
- 5.3 The Buyer must take delivery of the goods at the moment they are delivered to him or at the moment they are made available to him in accordance with the Contract. In addition to Article 75 of the Vienna Sales Convention, if the Buyer has not taken delivery at the agreed time or place or does not provide information or instructions necessary for delivery, the Buyer shall be in default and the Goods shall be deemed to have been delivered. Paul Meijering may then decide to:
 - a. store the Goods (with itself or a third party);
 - b. sell the Goods to third parties.This shall be entirely at the Buyer's expense and risk, i.e. any resulting damage, including transport, storage costs and loss of profit shall be entirely at the Buyer's expense.
- 5.4 The delivery term is indicative and is not a deadline. Paul Meijering shall only be in default with regard to delivery times if it has been validly served with notice of default.
- 5.5 In the event of a delay in delivery due to circumstances of whatever nature changing, the delivery period shall be extended by the duration of the delay. Paul Meijering shall inform the Buyer in good time of any delay. Delayed delivery does not give the Buyer the right to terminate the Contract or to claim damages.
- 5.6 If, in the case of delivery on demand, no deadlines have been set for collection, the goods must be collected within 30 days after order. Invoicing of this order shall take place at the time of collection of the Goods, but no later than 30 days after placing the order.
- 5.7 Paul Meijering is entitled to charge storage costs in respect of delivery on demand.
- 5.8 Paul Meijering reserves the right to deliver the Goods in parts. Notwithstanding Art. 73 of the Vienna Sales Convention, each delivery shall be regarded as a separate Contract and Paul Meijering shall be entitled to invoice that delivery separately.

6. Inspection and complaints

- 6.1 The quantities stated on the consignment notes, delivery notes or similar documents are deemed to be correct if no complaint is made after receipt and before processing and/or processing, and no record is made on the consignment note or receipt.
- 6.2 The Buyer must inspect the Goods within 2 working days of delivery for visible defects. The Buyer is expected to handle the packaging material and/or surface protective films of the delivered goods with due care within the framework of this inspection. The right to complain based on visible defects expires if the Buyer has not informed Paul Meijering in writing of the defect within 2 working days after receipt of the goods.

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- 6.3 Any other defects other than those described under sections 1 and 2 must be reported to Paul Meijering in writing within 5 working days after the Buyer has discovered a defect, or at least could reasonably have discovered it, giving details of the nature and grounds for the complaints. After this period, the Buyer can no longer invoke a defect in the performance.
- 6.4 Variations of up to 10% of the agreed quantity in metres and kilos are common. Therefore no complaint can be upheld in this regard.
- 6.5 No complaints will be accepted on Goods that have been broken into and/or processed in whole or in part.
- 6.6 Any legal action must be brought before a court of competent jurisdiction under these General Conditions no later than one year after the complaint has been lodged, failing which any claim for compensation shall lapse.
- 6.7 The Buyer must notify Paul Meijering of any errors in the invoice within 5 working days of receipt. Failing this, the invoice shall be deemed correct.
- 6.8 If the complaint is well-founded, Paul Meijering shall, at its discretion, either repair the Goods or replace the Goods after returning the originally delivered goods, or pay fair compensation up to the invoice value of the part of the delivery complained of. Non-pecuniary loss, loss caused by third parties, and any other loss not being direct property loss will not be compensated.

7. Payment

- 7.1 Unless otherwise agreed, the Buyer will receive the invoice by e-mail at the e-mail address known to Paul Meijering.
- 7.2 The payment date is 30 days after the invoice date. If an invoice is not paid within 30 days, the Buyer shall be in default without a demand or notice of default being required. At that moment, all outstanding invoices of Paul Meijering become immediately and fully due and payable by the Buyer.
- 7.3 Paul Meijering may charge a credit restriction surcharge and/or require advance payment or other guarantees.
- 7.4 The Buyer is not permitted to suspend payments of the invoices. All payments must also be made without any deduction or set-off.
- 7.5 In the event of late payment, the Buyer shall owe default interest equal to 1.5% per month on the total outstanding invoice amount.
- 7.6 If Paul Meijering is forced to outsource its claim for collection due to the default of the Buyer, all costs related thereto, such as administrative, judicial and extrajudicial costs, including the costs for a bankruptcy petition, are the liability of the Buyer. The extrajudicial collection costs are equal to 15% of the unpaid amount or € 500.00, whichever is more.
- 7.7 If the court orders in favour of Paul Meijering, all costs incurred in connection with these proceedings shall be borne by the Buyer.
- 7.8 Irrespective of the purpose for payment stipulated by Paul Meijering, payments made by the Buyer shall always be used to settle all interest and costs due, and subsequently the invoices that have been outstanding the longest.
- 7.9 If the Buyer is in breach of any Contract with Paul Meijering or if Paul Meijering has any other reasonable doubt concerning the Buyer's ability to pay, Paul Meijering is entitled to postpone the delivery of the Goods until the Buyer has provided (additional) security for the claims and payment of the Goods to be delivered. The Buyer must provide security on first request.
- 7.10 Once the Buyer has fulfilled its obligations and/or provided sufficient security, Paul Meijering shall have the delivery period available which, taking into account the possibilities then existing at Paul Meijering's company and/or its suppliers, is necessary for delivery of the Goods.

- 7.11 If the Buyer fails to meet its payment obligations on time, Paul Meijering may at any time terminate the Contract with the Buyer without further notice of default and without the need for court approval. In that case, the Buyer shall be liable for any loss suffered by Paul Meijering as a result, including loss of profit, transport costs and costs of default notice.
- 7.12 Paul Meijering is entitled to suspend delivery if the credit insurer does not issue a limit, or if the issued limit has been exceeded or withdrawn.

8. Quality

- 8.1 Unless expressly stated otherwise in the case of sales, the standard quality is delivered. Deviations in dimensions and/or number per commercial unit are permitted in accordance with industry standards. The deviation standards of the producer and/or supplier are considered to be normal. The actual life of the delivered Goods can never be guaranteed.
- 8.2 Insofar as manufacturers conform to this, the standards as agreed between Paul Meijering and the Buyer shall apply. Where this is not the case, reference is made to the product specification and/or applicable standards with regard to dimensional and thickness tolerance and qualities.
- 8.3 Paul Meijering does not guarantee that the goods are suitable for the Buyer's purposes, even if the Buyer has informed Paul Meijering of such purposes.

9. Retention of title

- 9.1 The sale and delivery of Goods are subject to a comprehensive retention of title. The ownership of the Goods, including those already paid for, is retained until all claims under the Contracts and related services - including interest and costs - have been paid. Until that time, the Buyer must keep the Goods delivered by Paul Meijering separate from other items and clearly identified as the property of Paul Meijering and properly insured.
- 9.2 Paul Meijering is authorized to recover possession of its property if the Buyer is late in paying or if there is good reason to believe that the Buyer will not pay or will pay late.
- 9.3 Until the ownership of the delivered Goods has been transferred to the Buyer, the Buyer may not pledge the Goods, transfer ownership or grant third parties any other right to them. In the event of a breach of this provision, the purchase price becomes immediately payable in full.
- 9.4 If Paul Meijering is unable to invoke its retention of title because the Goods have been mixed, remodelled or reprocessed, the Buyer must pledge the newly formed goods to Paul Meijering.
- 9.5 The Buyer must grant Paul Meijering access to its goods, otherwise it is liable to an immediately payable penalty of € 1,000 per day for each day that such breach continues without Paul Meijering having to give Buyer notice of default.
- 9.6 The costs resulting from the exercise of its ownership rights by Paul Meijering are the liability of the Buyer.
- 9.7 If and to the extent that the country of destination of the Goods offers more extensive provisions regarding retention of title, those more extensive provisions shall apply.

10. Liability

- 10.1 Paul Meijering shall not be liable for any loss suffered by the Buyer, except and insofar as the Buyer can demonstrate intent or gross negligence on the part of the board or executive staff of Paul Meijering.
- 10.2 The term 'loss' includes loss resulting from an event where liability arises from breach of contract, termination of contract, breach of a statutory obligation, and breach of a duty of care.
- 10.3 Paul Meijering shall under no circumstances be liable for pure financial loss, personal injury, death, loss of profit,

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loss of turnover, missed savings, impairment of goodwill or similar losses, however caused, loss due to business stagnation, labour costs, interest costs, repair costs, transport costs and fines, suffered by the Buyer, its subordinates and persons employed by or on behalf of the Buyer, irrespective of how such loss is described (direct, indirect, consequential damage).

- 10.4 Any liability will lapse if the Buyer has not fulfilled its obligations and the complaint periods as described in Article 6 (Inspection and Complaints) have not been complied with.
- 10.5 The cumulative liability, based on any legal ground(s) whatsoever, is expressly limited in its totality at Paul Meijering's discretion, to:
 - a. the repair or replacement of the Goods to which the complaint relates;
 - b. the amount paid out by the insurance company in the case in question, increased by the excess payable by Paul Meijering. If for any reason whatsoever no payment is made under the insurance policy, liability for loss is explicitly limited to the invoice value of the Goods on which the loss has been determined.
- 10.6 Paul Meijering is entitled to have the loss assessed by an independent expert from the sector to be appointed by Paul Meijering. Paul Meijering must therefore receive full cooperation with any investigation into the nature, scope and cause of the loss, failing which the right to compensation is lost.
- 10.7 The period within which Paul Meijering can be held liable for loss is in all cases limited to a period of 1 month after the event giving rise to the loss has occurred, failing which all rights are lost. Any compensation claim will expire 12 months from the date of issue of notice of default, if not brought before the court within this period, unless rights under applicable treaties, laws and regulations have expired earlier.
- 10.8 Insofar as the Buyer's failure to comply with their contractual or other legal obligations would result in Paul Meijering being held liable to third parties, the Buyer hereby undertakes to indemnify Paul Meijering against all consequences of this liability.
- 10.9 To the extent that Paul Meijering has engaged third parties, it expressly excludes liability under Book 6 Article 76 of the Dutch Civil Code.
- 10.10 Paul Meijering is not liable for any incorrect application and processing of delivered Goods by the Buyer or by third parties.

11. Termination of the Contract

- 11.1 Paul Meijering is entitled to terminate all or any part of a Contract without judicial intervention or notice of default if the Buyer is in breach of its obligations under the Contract, is declared bankrupt, applies for a moratorium, is given relief under the statutory debt restructuring system, or otherwise loses the power to dispose of all or part of their assets. The same shall apply if a credit insurance for whatever reason withdraws the credit with respect to Buyer. In such cases, every claim Paul Meijering has on the Buyer becomes immediately due and payable in full.
- 11.2 Except for the situation described in Article 12 (force majeure), the Buyer is not entitled to terminate the Contract.
- 11.3 Upon termination, the existing mutual claims of both parties become immediately due and payable. The Buyer is liable for the loss suffered by Paul Meijering, including loss of profit and transport costs.
- 11.4 If Paul Meijering and the Buyer do business with each other more than once, each Contract should always be regarded as separate contract and does not constitute a continuing performance contract that needs to be terminated.
- 11.5 If and insofar as there is a long-term contract between Paul Meijering and the Buyer, it may be terminated

subject to a notice period of 3 months (counting from the last working day of the month) without any mutual obligation to pay compensation. In any event, there can be no question of a continuing performance contract if the Buyer has not made any purchases from Paul Meijering for a period of six months or longer.

12. Force majeure

- 12.1 The term 'force majeure' as used in this Article has the definition used in Book 6 Article 75 of the Dutch Civil Code. Force majeure includes, but is not limited to: (civil) war, war damage, danger of war, riots, blockade, boycott, natural disasters, an epidemic, a pandemic, lack of raw materials, prevention and interruption of transport, acts of war, fire, flood, ash cloud(s), strikes and sit-down strikes (both organised and unorganised), import and export restrictions, government measures, defects in machinery, disruptions in the supply of energy, disruption of the Internet, data network or telecommunication facilities, non-performance by suppliers, illness among staff and/or absence of staff, equipment or facilities that are crucial for the delivery, (cyber) crime and (cyber) vandalism, all this both in Paul Meijering's company and at third parties, such as suppliers, from whom Paul Meijering has to obtain the required materials in whole or in part, as well as during storage or during transport, whether or not under its own management. This list is not comprehensive.
- 12.2 During force majeure the delivery and other obligations of Paul Meijering shall be suspended. If the delivery is delayed for more than one month due to force majeure, both Paul Meijering and the Buyer are entitled to terminate the Contract, without judicial intervention, without thereby any obligation to pay compensation.
- 12.3 If Paul Meijering has already partially fulfilled its obligations or can only partially fulfil its obligations upon commencement of the force majeure, it shall be entitled to invoice the already delivered or deliverable part separately and the Buyer shall be obliged to pay this invoice as if it related to a separate Contract.

13. Downgraded material

- 13.1 In the case of the sale of downgraded material, Paul Meijering does not guarantee the normal quality as described in Article 8 of these General Conditions and the Buyer acknowledges that the normal quality is not being delivered.
- 13.2 Any right of complaint is excluded in respect of downgraded material.

14. Processed goods

- 14.1 The term 'processing' here means milling, turning, sawing, laser cutting, cutting, press braking, grinding, and/or otherwise working of the goods, in accordance with the drawings and/or documents supplied by the Buyer to Paul Meijering.
- 14.2 Deviations after processing are permitted in accordance with industry standards.
- 14.3 After cutting thin-walled pipes, ovality may occur, which is permitted by standard A-312/A999M-23.
- 14.4 Paul Meijering is not liable for any loss to, or other impairment of, the Goods to be processed.
- 14.5 The Buyer must take delivery of the Goods within 7 days after the notification that they are ready, failing which Paul Meijering shall be entitled to compensation for the loss suffered as a result of later delivery, including, but not limited to, the costs of storage.

15. Disputes and applicable law

- 15.1 All Contracts between the parties are governed by Dutch law.
- 15.2 All disputes related to and/or arising from any Contract should be brought before the Court of Oost-Brabant, unless mandatory Dutch law dictates otherwise.

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- 15.3 If the Buyer is located outside the European Union, Suriname, Norway, Iceland, Liechtenstein or Switzerland all disputes shall be settled by the Netherlands Arbitration Institute (NAI) in accordance with the arbitration regulations adopted by the NAI. Such a tribunal will consist of one arbitrator. The proceedings will be conducted in the Dutch language. The place of arbitration will be at the NAI in Rotterdam.