



GENERAL CONDITIONS D-TEC

Article 1 General

1-1 These general conditions govern the offering, sale and delivery of all goods and/or services (the goods and services herein both separately and jointly referred to as: "the goods") from or on behalf of D-TEC ("we" or "us") to customer ("our other party") and apply to all similar dealings between us and our other party.

Article 2 Offers and Acceptance

2-1 Unless stated otherwise our offers shall be without engagement, even if a period of validity has been mentioned in them.

2-2 An order given to us by our other party shall only bind us if it has been acknowledged by us in writing or as soon as the execution of the offer has been started by us.

Article 3 Price

3-1 We shall be entitled to change prices agreed, whether or not in conformity with exchange rate changes, raw material price changes, labour cost increases or changes in tax levy, fees or rates.

3-2 If we raise the price within three months after the conclusion of the agreement our other party shall be entitled to rescind the agreement without any right to receive or any obligation to give compensation. In other cases our other party shall be obliged to pay us the prices and amounts invoiced by us.

Article 4 Time of Delivery

4-1 The times of delivery stated by us shall be determined as accurately as possible, but are generally dependent on circumstances beyond our control. At any rate the times of delivery given do not have a definite character. The parties shall not be entitled to rescission of the agreement on the strength of transgression of the time of delivery, otherwise than described in this paragraph.

4-2 Unless expressly stated otherwise by us all deliveries of the goods shall be Ex Works of our production facility. The term Ex Works shall have the meaning set forth in the latest version of INCOTERMS published by the International Chamber of Commerce at Paris, France.

4-3 The time of delivery shall only commence at the time of order, our receipt of the down payment stipulated, or our receipt of the necessary information, whatever occurs last.

4-4 If the agreed time of delivery has been exceeded by more than three months without force majeure, our other party and we shall be empowered to rescind the agreement, without either having any right to receive or any obligation to give compensation.

4-5 If the agreed time of delivery has been exceeded by more than six months as a result of force majeure, our other party and we shall be empowered to rescind the agreement, without any right to receive or any obligation to give compensation.

4-6 At any rate, not only force majeure shall be the circumstance that our ancillary supplier(s) do(es) not enable us to deliver, but also war mobilisation, civil commotions, fire, water nuisance, strike or stoppage, traffic obstructions, government measures of a special nature, illness both in our business and in that of our ancillary supplier, which actually hinder or obstruct us in timely performance.

Article 5 Repair

5-1 Subject to a written stipulation to the contrary, repairs to goods not owned by us shall be carried out as a contract of work on a cost plus percentage or costing basis.

5-2 In the event of repair our liability shall be limited explicitly to the things performed by us or the goods supplied by us and we shall therefore not be obliged to inspect or repair the rest of the goods to be repaired, subject to our obligations on the strength of good workmanship.

Article 6 Examination

6-1 On delivery and during the handling, use, processing, transportation, storage and sale of the goods (the "use"), our other party shall examine the goods and satisfy itself that the goods delivered meet all contractual requirements.

6-2 Any complaints shall be made in writing and must reach us not later than seven (7) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and seven (7) days from the date on which any other claim was or ought to have been apparent, but in no event later than six (6) months from the date of delivery of the goods. Use or processing of the goods shall be deemed to be an unconditional acceptance of the goods and a waiver of all claims in respect of the goods.

Article 7 Warranty

7-1 We solely warrant that on the date of delivery the goods shall conform to the technical specifications as stated in our manual regarding the goods.

7-2 The warranty as formulated in paragraph 7-1 is limited to a 12 months period commencing on the date of delivery to the user; but at any rate ending 14 months after the day of completion.

7-3 Our warranty shall comprise of repair of defects to the goods supplied for which purpose the goods must be taken by our other party to a place of repair to be designated by us and remain at our free disposal during the period necessary for repair.

7-4 At our choice we can also replace all, or part of, the goods or take them back with a restitution of the purchase price at most. Accordingly, our obligations shall be limited solely to repair or replacement of the goods or for restitution of the purchase price at most.

7-5 Repair or replacement under a warranty shall not extend the period referred to in paragraph 7-2.

7-6 No warranty shall be given, if the defect:

- can be traced to normal wear and tear
- is a result of insufficient or incorrect maintenance or repair
- is the result of unskillful or careless use or overloading
- is the result of not strictly adhering to the operating and manufacturing instructions also supplied by us
- has been reported within the period as referred to in paragraph 6-2.

7-7 The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise including, without limitation, any warrant of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the goods.

Article 8 Reservation of Ownership

8-1 The ownership of the goods delivered by us to our other party shall only pass to the latter after they have carried out the entire counterperformance due, in particular the payment of the price.

8-2 If we want and are allowed to exercise our reservation of ownership, our other party shall be obliged to give all co-operation therein, such as but not limited to, the location of the goods, giving access to those goods and enabling us to dismantle the goods supplied by us.

8-3 Until the time that our other party has obtained the ownership of the goods delivered to them, they shall not be authorized to sell, to pledge those goods or to use those goods otherwise than for normal use in their business.

Article 9 Payment

9-1 Payment is to be effected before or at the time of delivery/completion, unless agreed otherwise.

9-2 Transgression of the agreed time of payment shall cause our other party to be in default without notice of default and shall make them owe us the statutory interest for commercial transactions as referred to in Section 6:119a of the Dutch Civil Code at the least.



9-3 In all cases the place of payment shall be Kesteren, irrespective of the address of payment stated by us.

9-4 Irrespective of instructions of our other party we can deduct payments made from interest and expenses and subsequently from the oldest claim. Set off of our other party of any payment to us shall be excluded, except in the event of our prior permission for the purpose.

9-5 As soon as our other party fails to fulfil any obligation to us all their debts shall be claimable at once.

9-6 The expenses as referred to in Section 6:96(2) (c) of the Dutch Civil Code shall be fixed at 15% of the principal sum with a minimum of € 340,00 subject to the proviso that we can claim payment of the loss actually suffered, if this is higher.

Article 10 Liability

10-1 Apart from our obligations under the warranty as described in article 7 we shall have no other or further liability to our other party, except in the event of wilfulness or gross negligence of D-TEC or our management.

10-2 Our other party must utilise and solely rely on its own expertise, know-how and judgement in relation to the goods and the use thereof and in the application of any information obtained from the part of us for the purposes intended by our other party. Consultation provided by us shall not give rise to any additional obligations. Details and information provided with regard to the suitability and use of the goods shall not be binding and we do not assume any liability based on such consultations except in the event of wilfulness or gross negligence of D-TEC or our management.

10-3 The liability of us for any and all claims for damages arising out of or in connection with the goods and use thereof shall under no circumstances exceed the sum of our other parties payments for the goods that are the subject of the claim, or, in case it is not possible to determine this sum, an amount of € 50.000. We shall not be liable to our other party or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

10-4 The paragraphs 10-1 , 10-2 and 10-3 can also be invoked by the (former) directors and supervisory directors of us.

Article 11 Indemnity

11-1 Our other party shall indemnify and hold us harmless from and against any and all damage, losses, costs, expenses, (product liability) claims, demands and liabilities arising out of or in connection with the goods and/or our other party's use thereof except in the event of wilfulness or gross negligence of D-TEC or our management.

Article 12 Compliance with laws and standards

12-1 We make no promise or representation that the goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in writing by us. Our other party acknowledges that the use of the goods may be subject to requirements or limitations under Laws and Standards. Our other party shall be responsible for (i) ensuring compliance with all Laws and Standards associated with its intended use of the goods; and (ii) obtaining all necessary approvals, permits or clearances for such use.

Article 13 Limitation of action

13-1 Apart from the cases referred to in these conditions, each action of our other party shall lapse after one year after the time when our other party knew or reasonably could have known of the existence of the event on which the claim is based.

Article 14 Miscellaneous

14-1 Without prejudice to our earlier rights we shall be entitled at all times to terminate, to cancel and to rescind an agreement if our other party obtains a (provisional) suspension of payment, goes bankrupt or is placed under receivership, administration or guardianship or a related situation while we shall not be obliged to pay any compensation in that case.

14-2 The parties rights and obligations arising out of or in connection with these conditions and to all agreements to which these conditions are applicable, shall be governed, construed, interpreted and enforced according to the laws of the Netherlands.

14-3 Only the Dutch civil court is competent to pass judgment on disputes, unless such is at odds with any mandatory rules of law. We are entitled to deviate from this jurisdiction clause and apply the statutory rules for jurisdiction.

14-4 The titles of the paragraphs have no independent meaning.

14-5 Only the Dutch version of these conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these conditions in another language.

January 2016