

**GENERAL TERMS AND CONDITIONS OF SALE RR Holland B.V.**

Energieweg 34, 4906 CG Oosterhout (NL)

Registered in the Trade Register of the Chamber of Commerce under number 20094250

The General Terms and Conditions of Sale have been filed with the Chamber of Commerce

1. General

- a. The terms and conditions of sale below apply to all our offers and every transaction concluded with us, with the exception of service contracts.
- b. Deviating conditions are only binding if they have been confirmed by us in writing and only apply to the agreement in which or in connection with which they are agreed and not to any future requests, quotations, offers, order confirmations, agreements or other legal acts.
- c. The applicability of Purchasing Conditions of customers is explicitly rejected, unless RR Holland B.V. has explicitly accepted the applicability of such conditions in writing.
- d. The customer automatically agrees with the applicability of these terms and conditions to future requests, quotations, offers, order confirmations, agreements and all other legal acts with RR Holland B.V. The customer and RR Holland B.V. need not always (explicitly) agree this again.
- e. If one or more of the provisions in these terms and conditions are invalid or annulled, the remaining provisions of these terms and conditions will remain in force and apply. In that case, RR Holland B.V. and the customer will enter into consultation in order to agree on new provisions to replace the invalid or annulled provisions, taking into account the purpose and scope of the original provision.
- f. If RR Holland B.V. does not always demand strict compliance with these conditions, this does not mean that the provisions thereof are not applicable, or that RR Holland B.V. would to some extent lose the right to demand strict compliance with the provisions of these conditions in other cases.
- g. Orders that have already been accepted by RR Holland BV cannot be cancelled by the customer without the written permission of RR Holland B.V. In the event that RR Holland B.V. accepts the cancellation of the order, RR Holland B.V. reserves the right to invoice the customer for the costs and any expenses incurred as a result of the cancellation.

2. Offers

Our offers are non-binding, and we are only bound after we have confirmed the order in writing to the customer.

3. Documentation

The data mentioned in our catalogues, price lists, offers, circulars, images, drawings, diagrams and other documents regarding the dimensions, weights and other qualities of our products, are not binding. The copyright on the aforementioned documents and on everything that is published by us belongs to RR Holland B.V. Our publications may not be copied in whole or in part, made available to third parties, or made available for perusal without our express permission.

4. Prices

Our prices are without obligation. If material prices, wages, social and/or other government charges, such as import duties and VAT, freight or insurance premiums undergo an increase or a price increase occurs as a result of a depreciation of the Dutch currency after we have confirmed the order in writing, even if this occurs as a result of circumstances already foreseen in the written confirmation, we are entitled to change the price owed to us accordingly, taking into account any applicable legal provisions. The other party is deemed to have agreed to the price thus amended if it has not objected in writing to RR Holland B.V. within eight (8) days after RR Holland B.V. has sent the notification of the price change.

5. Delivery

Delivery of our products takes place in accordance with Incoterm Ex Works: transport costs and risks are for the customer. All this applies, unless explicitly agreed otherwise in writing between RR Holland B.V. and the customer. In deviation from the foregoing: if the customer requests RR Holland B.V. to arrange the transport, then the products are sent to the customer on the account of RR Holland B.V., in accordance with Incoterm DAP. The shipping costs are then charged by RR Holland B.V. to the customer on the sales order.

6. Packaging

We reserve the right to charge packaging at cost price.

7. Delivery time

- a. The specified delivery time starts after we have confirmed the order in writing, all formalities required for the commencement of work have been completed and the customer has provided RR Holland B.V. with all the information required for the execution of the work, in the opinion of RR Holland B.V. If an advance payment has been stipulated, the delivery time will only start once it has been received and the aforementioned conditions have been met.
- b. With regard to the delivery time, the goods count as delivered when they are ready for shipment to the customer.
- c. Exceeding of the delivery time, for whatever cause, will never give the customer the right to compensation, dissolution of the agreement, or non-compliance with any obligation that might arise for it from this or any other agreement related to this agreement. If a strict deadline has been agreed, exceeding this will only give the other party the right to terminate the agreement.
- d. We are entitled to deliver an order in whole or, after successive availability of the goods, in parts. In this case, we are entitled to demand payment per invoice relating to a partial delivery in accordance with the applicable payment conditions.

8. Risk of transfer of ownership and reservation of ownership

- a. Immediately after the goods are considered delivered within the meaning of 7b, the customer bears the risk for all direct or indirect damage that may occur to or by these goods, for the customer or third parties.
- b. Without prejudice to the provisions of the previous paragraph and in 7b, the ownership of these goods will only be transferred to the customer as soon as all that the customer owes us with regard to these goods, including any interest and costs, has been paid.
- c. With regard to the unpaid bills of the customer, it will be assumed that stocks of articles supplied by RR Holland B.V. in the customer's warehouse relate to them.

#### 9. Warranty, liability and indemnification

- a. With due observance of the limitations set out below, we vouch for both the soundness of the goods supplied by us and the quality of the materials supplied and used by us for that purpose, to the effect that all defects in the delivered goods, of which the customer proves that they arose within 24 months after delivery within the meaning of 7b, result of the construction designed by us but which is unsound, faulty workmanship or use of poor material, will be repaired by us free of charge. To this end, the customer must return the defective goods carriage paid to our address.

We are therefore never obliged to repair any damage on the spot. These warranty provisions expire if and as soon as the buyer and/or third parties have performed work on the delivered goods without our prior written permission.

- b. If we consider replacing goods or parts with new ones to fulfil our guarantee obligation, we will deliver them free of charge and carriage paid, but otherwise subject to the same conditions as for the parts to be replaced. Goods or parts which are replaced by new ones become our property again upon delivery and are returned to us free of charge by the customer.
- c. The guarantee does not apply to defects that are the result of any government regulation with regard to the nature or quality of the materials used; it also does not apply to paintwork and chrome work, unless the damage was caused by quality and/or construction errors of other parts. The customer must complain about externally visible defects within 8 days after the customer has received the goods, failing which our guarantee obligation with regard to those defects will lapse.
- e. The alleged non-compliance with our guarantee obligation does not relieve the customer from the obligations that may arise for it from this or from any other agreement concluded with us.
- f. We are not obliged to give any guarantee - whatever the name may be - if the customer does not, not properly, or not timely fulfil any obligation that may arise for it from this or from any other agreement related to this agreement.
- g. Our liability is limited to the guarantee obligation described above. We are never liable for any direct or indirect damage caused directly or indirectly by the operation or non-operation of the goods delivered or processed by us, or inflicted by personnel in our service on goods and/or persons - no matter which or who. The buyer is obliged to indemnify us against all claims from third parties in respect of such costs, damage and interest, unless this damage is attributable to intent or gross negligence of RR Holland B.V. itself.
- h. If the warranty obligations cannot be met, for example due to import and/or export prohibitions, strikes or other unforeseeable circumstances, they will be suspended.
- i. The aforementioned guarantee provisions are only valid for products from Reggiana Riduttori. For other products, the warranty provisions of the manufacturers of these products apply.

#### 10. Payment

- a. Payment must be made within 30 days after delivery of the goods or services. The buyer is not permitted to compensate any amount with the amount it owes.
- b. We enter every agreement of purchase and sale under the condition precedent that the information obtained by us shows the sufficient creditworthiness of the buyer.
- c. We are entitled at all times, also after we have fully or partially implemented an order, before continuing to deliver, to oblige the buyer to provide assurances, to our satisfaction, that it will meet its payment obligations.
- d. If the payment term is exceeded, the other party is obliged to pay an interest of 1% per month on the amount outstanding from time to time, without notice of default being required. All judicial and extrajudicial costs that RR Holland B.V. must incur to collect what is owed by the other party, will be borne by the other party. The extrajudicial costs are deemed to amount to at least 15% of the claim. Furthermore, if the other party fails to fulfil its obligations, RR Holland B.V. is entitled, without judicial intervention being required, to dissolve the agreement in whole or in part.
- e. In deviation from the provisions of sub 10a, we are authorized to deliver only against payment in advance, cash payment or cash on delivery, if necessary in deviation from any agreements made in advance, in cases that we believe to be eligible.

#### 11. Arbitration

All disputes, including disputes that are only considered as such by one of the parties, that may arise between the parties as a result of this agreement or as a result of agreements that may result from this agreement, will, subject to the power of the parties to litigate the decisions of the President of the District Court in summary proceedings, be submitted at our discretion, either to the competent court in Breda, or to the Dutch court that is competent according to the legal provisions, or to an arbitral tribunal, to be appointed and to do justice in accordance with the Articles of Association of the Council of Arbitration for Metallurgy and Trade in The Hague.

#### 12. Applicable law

Only Dutch law applies to the agreement between RR Holland and the customer.

#### 13. Complaints

The other party must submit complaints about delivered goods and services performed in writing to RR Holland within 10 working days after delivery.

#### 14. Privacy

To the extent that RR Holland B.V. processes personal data from and on behalf of the customer when executing the agreement with the customer, the privacy statement of RR Holland B.V. applies. This is a separate document in addition to these terms and conditions, but forms an integral part of these terms and conditions. This document can be found on [en.rrholland.nl/download](http://en.rrholland.nl/download).

#### 15. Code of Ethics

RR Holland has adopted the Interpump Group Code of Ethics. This is a separate document in addition to these terms and conditions, but forms an integral part of these terms and conditions. This document can be found on [en.rrholland.nl/download](http://en.rrholland.nl/download).

#### 16. Change of terms and conditions

RR Holland B.V. reserves the right to change these terms and conditions.