

General Terms and Conditions of Sale Alfen 2019-I

I. GENERAL

1. General - scope

- 1.1 These general terms and conditions of sale (hereinafter referred to as 'General Terms') apply to all requests for offers, offers, order confirmations and agreements made by or with Alfen B.V., Alfen Projects B.V., Alfen ICU B.V., Alfen BVBA and any of its current or future affiliates (hereinafter referred to as 'Alfen'), as well as to all deliveries of goods (hereinafter referred to as 'Product(s)') and provision of services by Alfen (hereinafter referred to as 'Service(s)'). With placement of the order or at the latest upon receipt of the Products or performance of the Services, the buyer (hereinafter referred to as 'Customer') acknowledges the applicability of these General Terms.
- 1.2 These General Terms shall apply for the entire duration of the business relationship, i.e. for subsequent requests, negotiations or agreements as well.
- 1.3 Unless explicitly agreed otherwise in writing, delivery of the Products is made, and Services are performed by Alfen, only on the basis of these General Terms. All other terms and conditions – including those of the Customer – are not binding upon Alfen.
- 1.4 In the event any provision of these General Terms shall be held to be entirely or partly invalid, this shall not affect the validity of the remaining provisions of these General Terms.
- 1.5 Deviations from these General Terms shall be permitted only if and in so far as the authorized representative(s) of Alfen has/have expressly accepted any such °deviation in writing, and only in respect of the one agreement for which the relevant deviations have been agreed.
- 1.6 For the purpose of these General Terms the term "in writing" includes also all communication between the parties by means of email.

2. Budget proposals, offers, orders and agreements

- 2.1 Proposals or (budget) offers issued by Alfen are only binding during the period stated on the proposal or (budget) offer.
- 2.2 An agreement is only effective upon written confirmation of a (signed) offer or order by Alfen or when otherwise expressly confirmed in writing. In case of discrepancies or inconsistencies between the content of a (signed) offer or order and the contents of the Alfen order confirmation, the contents of the Alfen order confirmation shall prevail.
- 2.3 In the absence of an Alfen order confirmation, delivery of the Products or performance of the Services by Alfen and/or the final invoice is the order confirmation.
- 2.4 The information contained in illustrations, drawings, specifications of dimensions and weight, which form the basis of the offer or order confirmation, shall be considered as approximate values, insofar as they are not exclusively designated to be binding. The Customer is obliged to verify the aforementioned information.
- 2.5 Alfen shall be and remains the owner of all documents, supplied models, samples or examples relating to offers or an agreement, and these cannot be supplied to or made available to third parties for inspection, or multiplied or imitated in any way without the written approval of Alfen. Upon request of Alfen, such documents, supplied models, samples or examples shall be returned to Alfen within fourteen days in sound condition, DDP in conformity with the Incoterms 2010.

3. Webshop

- 3.1 Some of Alfen's Products can be ordered by the Customer via the Alfen webshop (hereinafter referred to as 'Webshop'). For orders placed via the Webshop, an agreement is only effective if the order is confirmed by Alfen through an order confirmation (not being a confirmation for receipt of the order).

- 3.2 The Webshop is made available to the Customer free of charge. Alfen does not guarantee a permanent, error-free availability of the Webshop. In particular, Alfen does not guarantee that the Webshop is free of system errors, interruptions and/or malfunctions.
- 3.3 Access to the Webshop is subject to the terms of use of the Webshop. If and as soon as the Customer uses the Webshop, the Customer agrees to these terms of use.
4. Transport and shipping
- 2.1 Unless agreed otherwise, prices and deliveries are Ex Works Alfen factory in conformity with the Incoterms 2010 and exclusive of any shipping and transportation costs. In case Alfen assists in any way with the loading of the Products, the Customer will relieve Alfen from any responsibility or liability.
- 4.2 If parties agree that Alfen will arrange the transport of the Products, the shipping and insurance costs shall be borne by the Customer. Alfen will indicate such costs separately on the invoice.
- 4.3 The transport shall take place at the Customer's risk, even if the carrier has explicitly stipulated that all shipping documents must state that any and all damage resulting from the transport shall be at the expense and risk of the sender.
5. Delivery, delivery period, acceptance and force majeure
- 5.1 Unless agreed otherwise, the period of delivery begins at the latest of the following moments:
- date of the order confirmation by Alfen;
 - date of approval of the final drawings by the Customer;
 - date of fulfilment of all technical, administrative, commercial and financial requirements on the part of the Customer;
 - the date on which Alfen receives the first payment for the Products or Services.
- 5.2 Delivery dates and delivery periods given in offers or order confirmations and/or other written correspondence are guidelines only and are never fatal. If – in deviation of the aforementioned – a firm delivery date is expressly agreed upon between parties and this firm delivery date is exceeded, Customer shall provide Alfen with a written notice giving Alfen the possibility to remedy the delivery within a reasonable period of at least 15 business days.
- 5.3 Partial deliveries are allowed.
- 5.4 As of the moment of delivery by Alfen, the Customer shall carry the full risk of the Products.
- 5.5 Alfen may assign or subcontract its obligations under the Agreement to third parties.
- 5.6 In the event that Alfen or one of its suppliers is hindered by reason of a force majeure situation, Alfen is entitled to extend the delivery date by an appropriate period. A force majeure event means any cause preventing Alfen from performing any or all of its obligations under the agreement which arise from or is attributable to acts, events, omissions or accidents beyond the reasonable control of Alfen. Such acts, events, omissions or accidents shall include without limitation: government intervention, shortages of energy or raw materials, delays or unavailability of supply of components, strikes, lockouts, lack of means of transportation and other unforeseen supply problems, insofar as they are beyond the control of Alfen. Alfen shall inform the Customer and ensure that any inconvenience for the Customer is kept to a minimum. In the event that the force majeure situation continues to exist for more than three months or as soon as it becomes evident that it shall continue to exist for more than three months, Alfen shall have the right to terminate the agreement, in whole or in part, insofar as it has not been carried out, and to claim payment for the parts carried out, without any obligation to pay damages to Customer.
- 5.7 If Alfen has notified the Customer that the Products are ready and the Customer requests a delayed delivery, Alfen reserves the right to charge the costs related to the delayed delivery (including, but not limited to, storage and transport costs) to the Customer. In this case, Alfen is entitled to send the invoice to Customer as if the Products were delivered on the initially indicated delivery date.
- 5.8 The place of performance is agreed to be the place of the Alfen factory where the Products are delivered.

6. Prices and conditions of payment

- 6.1 Prices are in euro's, exclusive VAT and/or any other charges.
- 6.2 Payments have to be made according to the agreed payment conditions without setoff or any other form of deduction. Unless otherwise mentioned in the proposal, offer or offer confirmation, payment has to be made without deductions to the designated bank account within 30 days after the date of invoice. Payments are deemed to have been made at the time at which it is received on Alfen's bank account. If Customer fails to pay an amount within the agreed period, Customer shall be in default without any further notice being required and Alfen shall in that case be entitled to charge interest from the due date of the unpaid invoice at a rate of 2% per month without prejudice to any other remedies available to Alfen.
- 6.3 If the parties have agreed on payment in instalments, Alfen has the right to suspend its activities related to the next instalment, if an invoice related to a previous instalment has not been paid timely. In this case, all possible agreed upon delivery times will lapse.
- 6.4 Discount agreements will be completely terminated automatically as soon as a default in payment occurs (also in the case of partial payments) and/or if all other due payments have not been made by the time of receipt of the discounted invoice amount, at the latest.
- 6.5 Complaints may not lead to a suspension or a delay in payment.
- 6.6 Alfen is - with immediate effect after prior written notice - entitled to increase the price of the Products or Services if the cost price for certain factors has been increased. These factors include, but are not limited to:
- a) raw and auxiliary materials, semi-finished products, consumables such as oil, water and energy;
 - b) governmental measures and changes in the foreign exchange rates, products and services obtained from third parties, freight rates, import and export duties, excise duties, levies, taxes (in so far such rates, duties, levies and taxes are included in the price of the Products), wages, salaries, social security contributions, freight costs and insurance premiums.
- 6.7 Alfen is also entitled - with immediate effect after prior written notice - to increase the price of the Products or the Services in case of a delay of the delivery times and delivery dates which is not attributable to Alfen.
- 6.8 Unless specifically agreed, the price shall not include import duties, levies and taxes, fees or other charges or costs which are necessary to carry out the Agreement and traveling and hotel expenses, which charges, costs and expenses shall be reimbursed separately to Alfen.

7. Components supplied by or on behalf of the Customer and other obligations of the Customer

- 7.1 If the Customer has undertaken to supply components for the manufacturing of the ordered Products, these components must be delivered DDP in conformity with the Incoterms 2010 at the Alfen factory, free of charge, in time for the manufacturing process.
- 7.2 Notice of defect of the components will be made by Alfen as soon as the defect is evidential within a normal course of business. The Customer herewith waives the objection of a late notification of defects.
- 7.3 In case of delayed or defective delivery or deficient quality of such components, all possible agreed upon delivery times will end and the Customer shall indemnify and hold harmless Alfen for any additional costs and expenses as well as for damages and losses incurred because of such delay, deficiency or defectiveness. In these events, Alfen is entitled at its discretion to interrupt the manufacturing process until receipt of components in proper form and adequate quality.
- 7.4 The Customer shall at all times take care of and at its own expense and risk guarantees that:
- a) all licenses and permits required and necessary for the execution of the agreement are present;

- b) all local, regional and national regulations regarding planning have been complied with;
 - c) the Customer will act in accordance with all applicable laws and regulations, including, but not limited to those relating to recycling.
- 7.5 Damages and expenses resulting from failure to (timely) comply with conditions contained in the previous article, will be for the account and risk of the Customer.
8. Intellectual property and other protected rights
- 8.1 Where Products are manufactured or Services are performed on the basis of ideas, proposals, models, drawings or samples of the Customer, the Customer guarantees that no protected rights of third parties are breached. In any legal proceedings relating to the (alleged) infringement of patent rights, trademark rights, protection of designs, trade secrets or copyrights of third parties, the Customer will indemnify and hold harmless Alfen from all (damage) claims of third parties and resulting costs. The Customer will participate in or take over legal proceedings immediately if Alfen asks Customer to do so.
- 8.2 All ideas, inventions, designs and samples, works protected by copyright, patents, design rights, trademarks, copy rights and trade secrets and all knowhow or other intellectual property related to Products manufactured by or Services performed by Alfen or generated within the execution of an agreement, and all techniques applied by Alfen to manufacture and design the Products or perform the Services, preliminary to or upon processing of an order, shall always remain or become as the case may be the exclusive sole (intellectual) property of Alfen.
9. Firmware
- 9.1 Integrated software (hereinafter referred to as 'Firmware') may be installed on Products delivered by Alfen. For some Products delivered by Alfen, it is possible that the Customer – against payment – uses Alfen's so-called 'Connect' solutions (hereinafter referred to as 'Connect'). The Firmware and the Connect solutions are subject to copyright and other intellectual property rights of Alfen or its licensors. No intellectual property rights are transferred to the Customer. The Customer guarantees Alfen and its licensors that the Customer will not violate any of these rights.
- 9.2 Access to Connect is subject to terms of use. The Customer (and third parties gaining access to Connect via the Customer as far as allowed and applicable, hereinafter referred to as 'User(s)'), must strictly adhere to the terms of use for Connect at all times. If and as soon as the Customer or a User uses Connect, the Customer respectively the User agrees to these terms of use.
10. Confidential information and confidentiality
- 10.1 The Customer shall observe confidentiality in respect of all information, specifications, business information and know-how concerning and provided by Alfen. Upon request of Alfen, the Customer shall return this information to Alfen, in sound condition within fourteen days, or destroy it.
- 10.2 Notwithstanding the confidentiality obligations of the parties, the Customer hereby agrees that Alfen may use the name of the Customer and general information about the project for publicity and reference purposes.
11. Notice of defects
- 11.1 The Customer is obliged to check the Products or the Services upon delivery or immediately after performance for transport damage or any other form of damage. The Customer must give written notice of visible defects within seven (7) days after delivery of the Products or performance of the Services or within seven (7) days after detection of the defect, by including a specific description of the nature of the defect. At the request of Alfen, the Customer is obliged to send the defective Product to the Alfen factory, DDP in conformity with the Incoterms 2010.

- 11.2 If Products are manufactured based on instructions of the Customer, warranty for the efficiency/operability and warranty of fitness of the Products for a specific purpose are expressly excluded. Any warranty in relation to by the Customer delivered parts as described in article 7 is expressly excluded.
- 11.3 Disputes between the Customer and Alfen regarding quality, delivery or any other complaint submitted by the Customer shall not entitle the Customer to suspend payment.
- 11.4 Returning defective Products is only allowed after the prior written approval of Alfen. In case Products are to be returned such return shall be at the risk and cost of the Customer (DDP in conformity with the Incoterms 2010). Acceptance of the returned Products or Alfen's examination of the defect does not entitle Customer to any claims or legal consequences. Alfen does not warrant any fitness for purpose or suitability for a specific use whatsoever.
12. Warranty and liability
- 12.1 Alfen warrants its workmanship for a period of twelve (12) months after the performance of the Services and warrants that all Products will be new and free from defects for a period of twenty-four (24) months from delivery of the Products to the Customer. Alfen will correct any defects by repair or replacement of the Products or re-performance of the Services, at its own expense, unless:
- the Products have been subject to misuse, faulty installation or maintenance (not done by Alfen); or
 - the Products have been disassembled, modified or repaired (not done by Alfen); or
 - the manuals, operation and maintenance instructions which are applicable for (parts) of the Products or have been provided by Alfen are not complied with; or
 - the Products are used in the vicinity of explosive or highly flammable substances or in or near to water; or
 - in case of normal wear and tear; or
 - there is a failure of the distribution network; or
 - there is a force majeure situation, or the defect is otherwise caused from the outside.
- Any costs incurred outside the repair or replacement will be charged separately to the Customer (if applicable: travel costs, man-hours, transport, installation, removal, etc.). This warranty is the exclusive warranty and is provided instead of any warranty of merchantability, fitness for a particular purpose or any other warranty, express or implied. Alfen does not warrant for the suitability for a particular purpose of any kind.
- 12.2 Alfen's liability under or in connection with an agreement, and the Products and/or Services sold or performed thereunder, shall be limited to 50% of the value of the order confirmation or the agreement, whether such liability arises under the agreement (including penalties or indemnities), tort (including negligence), equity, under statute, or otherwise.
- 12.3 Alfen shall not be liable for any loss or damage of profits, revenues, use, production, contracts, goodwill, corruption of software, data or information, or for any indirect, special or consequential loss or damage whatsoever in whichever form.
- 12.4 Customer is obligated to indemnify and hold harmless Alfen for and from all claims of third parties for compensation of damages in connection with the delivered Products or performed Services.
13. Retention of title
- 13.1 Until Customer has fulfilled all financial obligations towards Alfen, including interest and costs, Alfen retains ownership to the Products. It is the duty of the Customer to store and control the Products with appropriate care.
- 13.2 In the event of resale, Customer hereby assigns to Alfen all claims or debts including all ancillary rights and collateral security, accruing to Customer in respect of his customers and the resold Products, and Alfen hereby accepts such assignment. The Customer, upon demand, shall disclose to Alfen the names and

addresses of his customers as well as the accounts receivable and amounts due resulting from such sales. Unless revoked by Alfen and without prejudice to Alfen's sole title in the assigned receivables, the Customer may collect the receivables assigned to Alfen in his own name, but for the account of Alfen.

14. Termination, legal succession and assignment

14.1 In case of a cancellation or termination of the agreement by the Customer, Alfen is entitled to compensation of the total value of the agreement, including the calculated profit. In case of a rightful cancellation by the Customer on the basis of article 14.2 sub a, Alfen is entitled to reimbursement of the costs Alfen has made up and until the moment of cancellation.

14.2 Both parties have the right to cancel the agreement in the following cases only:

- a) There is a deliberate or gross failure in the fulfilment of material obligations under the agreement by the other party, and this failure is not remedied within a reasonable period given in writing by the affected party; or
- b) The other party ceases or threatens to cease carrying on its business, becomes insolvent, files an application for bankruptcy, enters into a composition with its creditors or goes into liquidation.

14.3 Orders are binding also on the legal successor of the Customer or Alfen. The rights and obligations as determined in the agreement and these General Terms may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The aforementioned will not apply in case of assignment to legal successor(s). Such an assignment will be valid upon the notification to the other party in writing.

15. Export

15.1 If the Customer exports (parts of) the Products, the Customer undertakes to observe all applicable national and international export regulations and shall indemnify Alfen against all claims of third parties in connection with these export regulations.

16. Personal data

16.1 If the Customer receives personal data from Alfen within the framework of the agreement, regarding which the Customer qualifies as a processor, the Customer guarantees that the Customer complies with the General Data Protection Regulation and all other applicable laws and regulations regarding data protection (hereinafter referred to as 'GDPR'). In that case, parties will make further arrangements in a data processing agreement. Parties will also conclude a data processing agreement if Alfen receives personal data from the Customer within the framework of the agreement regarding which Alfen cannot be considered to be the controller.

16.2 If the Customer has to be considered to be the controller under the GDPR, the GDPR applies directly to the Customer and the Customer guarantees that it acts in accordance with the GDPR.

16.3 Alfen has drawn up a privacy statement which can be consulted at Alfen's website. If Alfen receives personal data from the Customer within the framework of the agreement, the Customer will inform the data subjects of this privacy statement.

17. Severability

- 17.1 In the event that one of the provisions of these General Terms or the agreement should, for whatever reason, be void or invalid, this shall not affect the validity of the other provisions.
- 17.2 Parties undertake to replace the invalid regulation with a valid one which comes closest to the economic intent of the invalid regulation.

18. Governing law

- 18.1 These General Terms and any agreement to which these General Terms are applicable and any dispute or claim arising out of or in connection with these General Terms or the agreement and its subject matter shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of law provisions and excluding the UN Convention for the International Sale of Goods.
- 18.2 All disputes arising out of or in connection with these General Terms and any agreements to which these General Terms are applicable or further agreements resulting there from, shall be settled by the competent court in Almere, the Netherlands.

II. SPECIAL CONDITIONS – ASSEMBLY-, INSTALLATION- AND SERVICE WORKS (‘Special Conditions’)

Assembly-, installation- and service works (hereinafter referred to as ‘Work(s)’), shall be governed by the articles 1 to 18 of these General Terms, but also by the articles 19 to 21 of these Special Conditions. In event of any deviating or conflicting conditions, the articles of the Special Conditions prevail over the articles 1 to 18 of the General Terms, except for article 12 (Warranty and liability), which shall prevail at all times.

19. Performance of Work

- 19.1 If it has been agreed that Alfen is to carry out Works for the Customer, Alfen shall perform the Works in accordance with the agreed specifications. Alfen shall have the right, but shall not be obliged, to check the accuracy of the information reported and, in the event of any errors discovered, to postpone the Works until the errors have been resolved to the satisfaction of Alfen.
- 19.2 The Customer shall ensure that all facilities and tools required to carry out the Works, such to be interpreted in the broadest sense of the word and at Alfen’s discretion, are present. Alfen shall be entitled, if it sees reasons to so proceed, to order any requisite facilities for and at the expense of the Customer or to take any such other measures for and at the expense of the Customer as Alfen may deem appropriate. At Alfen’s first request, the Customer shall make available, at its own responsibility, a qualified person to Alfen to coordinate the Works on site or assist in such co-ordination.
- 19.3 The Customer will, at his own expense and risk, ensure and guarantees that:
- a) as soon as Alfen’s workers arrive at the site, they are able to start their Works and continue to work during normal working hours and, moreover, if Alfen considers necessary, outside of normal working hours, provided that Alfen has communicated this to the Customer in a timely manner;
 - b) there is suitable housing and all essential facilities for Alfen’s workers as specified under government regulations and the agreement;
 - c) the access paths to the site are suitable for the necessary transportation;
 - d) the designated site is suitable for storage and montage / installation / service;
 - e) the necessary lockable storage facilities for the materials, tools and other items are present;
 - f) the necessary and usual helpers, company materials (water, electricity, steam, compressed air, heating, lighting, a quick, stable and reliable internet connection with high security, etc.) and normal

measuring and testing equipment are available to Alfen in a timely manner and free of charge at the right place;

- g) all necessary (safety) measures and precautions have been taken, maintained and complied with - with regard to the montage / installation / service - to comply with applicable government regulations;
 - h) at the start of and during montage / installation / service, the shipped Products will be in the right place
- 19.4 The Customer shall check the Works performed periodically, as to be agreed further, and approve the Works in writing. If the Customer fails to check and/or approve the Works, the Works shall be deemed to have been approved within three working days after Alfen has completed the Works, but in any case, upon the moment the Product regarding which the Works were performed, is taken into use.
- 19.5 The Customer will reimburse all the costs incurred by Alfen in connection with the Works, including any traveling and hotel expenses.
- 19.6 All damages and expenses resulting from failure to comply or failure to comply timely with the conditions contained in this article shall be for the account and the risk of the Customer.

20 Extra Work and Cancelled Work

20.1 The performance of additional work or the cancellation of the Works must be agreed in writing. If more or less work is carried out without any such written agreement, Alfen shall be entitled to determine the price for the Works in question unilaterally, according to the market rates.

21 Acceptance and completion

- 21.1 The Works shall be considered to have been accepted as follows:
- a) if no acceptance test has been agreed: upon delivery or, if agreed in writing that Alfen will perform the Works, upon completion of the Works; or
 - b) if the parties have agreed on an acceptance test in writing: on the first day following the test period; or
 - c) if the Customer has made any use of the Product prior to the moment of acceptance: upon commencement of that use.
- 21.2 The Customer may not withhold its acceptance on grounds other than those relating to the specifications expressly agreed between the parties, nor on the ground of minor errors, which are understood to mean errors which do not stand in the way of the Product's use or productivity.
