



## A. GENERAL

### Article 1 Applicability

- 1.1. These terms and conditions apply to all offers, orders, deliveries and other legal relationships between DCI and its affiliates on the one hand, hereinafter referred to as 'DCI', and the client on the other.
- 1.2. In accepting DCI's offer or placing an order via the internet, the client agrees to these general terms and conditions.
- 1.3. The client's general terms and conditions (of purchase) shall not apply.
- 1.4. Any arrangements that deviate from these terms and conditions shall only be binding if these have been agreed in writing.

### Article 2 Offer

- 2.1. An offer is valid for 30 days of its date, after which it expires, unless the parties expressly agree otherwise in writing.
- 2.2. All offers are subject to specification and/or quotation.

### Article 3 Prices

- 3.1. Increases in prices as a result of changes to the cost price (e.g. raw materials, auxiliary materials, components involving third parties or increases in wages, employer's social security contributions, etc.) may be passed on to the client if the acceptance of the offer comes after that offer's period of validity.
- 3.2. Areas are measured in square metres. Protrusions are taken into account in the area calculation and are not charged for.

### Article 4 Payments

- 4.1. DCI uses a payment deadline of 14 days for its invoices.
- 4.2. The client shall legally be in default after expiry of the payment deadline without a proof of default being required. In the event of 'default', the client shall be liable for default interest of 1.5% per month.
- 4.3. All legal and non-legal expenses that arise from non-payment of the invoice shall be at the client's expense. The non-legal expenses shall initially be set as 10% of the outstanding invoice, unless the actual costs are higher.
- 4.4. In the event that the client is in default, applies for a moratorium, is placed under administration, declared bankrupt, has its assets seized under warrant of execution, or in the event that the client loses its control of its assets in any other manner, all amounts owed to DCI shall be due immediately without a proof of default being required. In such an instance,

DCI shall have the right to dissolve the agreement in whole or in part and to recover goods not yet paid for, without prejudice to its right to damages.

- 4.5. Setting off debts, compensation or settling with DCI or one of its affiliates is not permitted.

### Article 5 Retention of title

- 5.1. The goods delivered to the client by DCI shall remain the property of DCI, so long as the client has not paid the amount owed, including any interest and expenses.
- 5.2. Without DCI's prior written permission and so long as the purchase price has not been paid to DCI, the client shall not be permitted to resell the goods delivered by DCI, pledge them to third parties, give them on loan, on consignment or deposit them or transfer ownership to third parties as collateral.

### Article 6 Force majeure

- 6.1. In the event that it appears the assignment cannot be carried out, DCI shall have the right to alter the order in such a way that execution is possible again, unless execution is impossible due to force majeure.
- 6.2. Force majeure shall be understood to include unforeseen circumstance over which DCI has no control and through which compliance with the agreement is not possible on DCI's part. This shall include industrial action, explosions, flooding, break-ins, severe transport disruptions, severe disturbances in the company or other extraordinary circumstances. In short, all circumstances that lie outside DCI's immediate sphere of influence.
- 6.3. In the event that additional or fewer expenses arise from the altered order, these shall be settled between the parties within a deadline of 30 days after it is established that the original order can no longer be carried out.

### Article 7 Intellectual property

- 7.1. All possible intellectual property rights that exist or arise in connection with DCI's products, such as patents, copyrights, models, etc. rest with DCI at all times. Nothing may be used, copied or made available to third parties without written permission.
- 7.2. Custom drawings, models, moulds or matrices produced by DCI by order of the client shall remain the property of DCI.
- 7.3. The client indemnifies DCI against any claims by third parties in connection with breaches of intellectual property rights in the specifications, drawings, models, etc. supplied by it.



#### **Article 8 Warranty**

- 8.1 The client shall be entitled to free redelivery of the same or a similar product in the event of a manufacture of material defect. The presence of such a defect must be demonstrated by the client.
- 8.2 Any appeal to the warranty on the part of the client shall be refused in the event of one of the following circumstances: i) the warranty term has expired, ii) the product was not used within its use-by date, iii) the product was not installed in accordance with DCI's instructions for use, iv) servicing or repairs were carried out on the product without DCI's prior permission, v) DCI was not able to investigate and repair the fault.
- 8.3 Warranty claims shall only be possible if the client notified DCI of the fault or defect in writing within 48 hours of its discovery and the client has already met all its financial obligations towards DCI and is in no way in default with respect to DCI.
- 8.4 Moreover, DCI's obligations arising from the warranty shall not extend further than its own ability to make claims against its supplier(s).

#### **Article 9 Complaints**

- 9.1 The client should inspect the products delivered immediately upon their delivery (or have them inspected by a third party).
- 9.2 Complaints concerning the quality or scope of the goods supplied and/or the accuracy of the invoice(s) must be submitted to DCI within 5 working days of delivery of the goods and/or receipt of the invoice(s) in writing and with a description of the fault. In the event that the complaint is not submitted within this time frame, the goods and/or invoice(s) shall be deemed to have been supplied correctly.
- 9.3 In the event that he/she does not make a complaint within the time frames stated above and/or has not offered DCI the chance to repair the faults, the client forfeits all rights and powers granted on the basis of defectiveness.
- 9.4 Complaints do not provide any right to defer payment for the part of the receivable that is not in dispute.

#### **Article 10 Liability**

- 10.1 Except for cases of gross negligence of wilful misconduct, DCI's liability is limited at all times to the sum of the order or purchase agreement concerned.
- 10.2 DCI shall never be held liable for indirect damage on the part of the client, such as, for example,

consequential damage, loss of profits, immaterial damage, trading loss, loss of income or environmental damage.

- 10.3 The client indemnifies DCI against all claims by third parties for any reason for compensation of damages or costs in connection with the goods or services provided to the client by DCI.

#### **Article 11 Disputes and applicable law**

- 11.1 All disputes arising between the client and DCI shall be presented to the competent court in Amsterdam.
- 11.2 The law of the Netherlands shall apply exclusively to all legal relations with the client, including those located outside of the Netherlands. All parties expressly exclude the applicability of the Vienna Sales Convention (CISG).

#### **B. SALE**

##### **Article 12 Delivery and shipping**

- 12.1 The goods sold are transported at the purchaser's risk and expense.
- 12.2 The purchaser shall be obliged to receive the goods and ensure their unloading at the agreed location. In the event that the purchaser does not receive the delivery, these goods shall be unloaded by DCI at the purchaser's risk.
- 12.3 Any other costs associated with the delivery shall be at the purchaser's expense.
- 12.4 DCI is free in its choice of transport, and shall take into account the purchaser's preferences in so far as is possible.
- 12.5 Processed goods shall be deemed to have been approved by the purchaser.

##### **Article 13 Delivery time**

- 13.1 The delivery time indicated by DCI is merely an indication. In this regard, DCI is dependent on its suppliers, among others.
- 13.2 In the event that the delivery time is exceeded, the purchaser shall not be entitled to dissolve the agreement, demand compensation for damages or refuse receipt of the delivery.

##### **Article 14 Returns**

- 14.1 Goods accepted by the purchaser cannot be returned to DCI, unless otherwise agreed in writing or the client has demonstrated that there is a serious fault.
- 14.2 In the case of returns, goods are transported and the purchaser's expense and should be delivered to DCI undamaged and in a usable condition.



## **C. APPLICATION BY DCI**

### **Article 15 Prices**

- 15.1 The offer is initially set on a cost-plus basis. For this, DCI states the hourly rate and, if agreed, the unit prices for the materials and equipment required.
- 15.2 The prices included in the offer are an estimate, unless otherwise agreed in writing.

### **Article 16 DCI's obligations**

- 16.1 DCI shall carry out the work in accordance with the terms of the agreement. The work shall be conducted during DCI's normal working hours, unless agreed otherwise. For work carried out outside of DCI's normal working hours at the client's request, the hourly rate shall be increased by fifty (50) percent.
- 16.2 When carrying out the work, DCI shall take into account the applicable specification, in so far as this is in force at the time the work is carried out.
- 16.3 DCI shall ensure that the work is carried out by suitably qualified personnel.
- 16.4 DCI has the right to refuse the execution of the application in the event of a situation in which the quality cannot be guaranteed. In the event that the client nevertheless wishes for DCI to move to use of the application, then this shall be done fully at the client's risk.

### **Article 17 The client's obligations**

- 17.1 The client shall offer DCI the opportunity to carry out the work, take care of required approvals from third parties, permits, exemptions, etc. and prevent DCI from encountering any delay.
- 17.2 In the event that the application for the work is delayed by circumstances that can be attributed to the client, the client shall be obliged to reimburse the damages and costs for DCI.
- 17.3 The client shall provide the outlets available to it for the utilities required for the work. The costs for electricity, gas, water and/or other utilities shall be at the client's expense.
- 17.4 In the event that the client provides any (construction) facilities, these shall meet the legal requirements and the safety requirements set by the Health and Safety Inspectorate.
- 17.5 The client is obliged to cooperate in inspection of the work after its completion.

### **Article 18 Duration of performance, postponement of delivery**

- 18.1 In the agreement, the parties agree a day for delivery or a number of workable working days.

18.2 Days are deemed wholly (or partly) unworkable in the event that no work can be carried out during a (part of the) day for four hours due to circumstances outside of DCI's control. The ambient temperature should permit processing of DCI's products.

18.3 In the event that the delivery of the work has to be made on a day that is not a working day, the next working day shall be used as the agreed day of delivery.

18.4 Delays in delivery resulting from circumstances within the client's control or as a result of a force majeure cannot be blamed on DCI.

### **Article 19 Additional work**

- 19.1 Additional work shall be invoiced in accordance with the hourly rates and material prices used by DCI, unless otherwise agreed by the client and DCI in writing.
- 19.2 Additional work shall be deemed to influence the delivery date.

### **Article 20 Delivery and approval**

- 20.1 Once the work has been completed, the DCI shall invite the client before delivery of the work to determine whether DCI has met its obligations arising from the agreement.
- 20.2 Delivery shall be made as quickly as possible, in any event within eight days of DCI completing the work.
- 20.3 Delivery shall take place in the presence of the client and DCI.
- 20.4 At the delivery, the client and DCI shall complete a delivery form and determine whether or not the work has been approved. In the event of the latter, the deficiencies shall also be summarised by the client. Minor faults that can easily be repaired shall not form a reason to withhold approval.
- 20.5 The work shall be deemed to have been delivered:
- In the event that the client does not cooperate in delivery within eight days of completion of the work by DCI or in the event that the client refuses to sign the delivery form, or;
  - In the event that there are small faults that can easily be repaired, or;
  - In the event that the work is taken into use by the client.