

Terms and Conditions WERTCON IMEX B.V.

Article 1. Definitions and applicability

1.1 WERTCON IMEX: the user of these Terms and Conditions, i.e. the private company with limited liability: WERTCON IMEX B.V., having its registered office and principal place of business in Nuland (municipality of 's-Hertogenbosch), registered at the Chamber of Commerce under number 80.29.56.14.

1.2 Other Party: a legal entity or a natural person acting in the course of a profession or business.

1.3 Goods: the movable property sold or purchased by WERTCON IMEX B.V. (including but not limited to machines and material for (internal) transport and construction industry).

1.4 Services: an obligation to perform to the best of one's ability (including but not limited to the transport and transport of the Goods, warehousing/stalling of the Goods, and/or other services to be performed).

1.5 Agreement: the Agreement between WERTCON IMEX and the Other relating to the trade, import and export, or purchase (sale) of Goods.

1.6 These Terms and Conditions apply to all offers and Agreements with WERTCON IMEX.

1.7 The applicability of the Other Party's Terms and Conditions are expressly rejected and shall therefore not apply to an Agreement entered into with WERTCON IMEX.

1.8 If any provision, or more provisions, of these Terms and Conditions is or becomes invalid or void in whole or in part, the other Terms and Conditions shall remain fully applicable.

1.9 In these Terms and Conditions the word 'in writing' may also be regarded as documents produced in writing and sent by electronic means (email).

Article 2. Price quotes and special offers

2.1 all price quotes and special offers made by WERTCON IMEX are valid for thirty (30) days for acceptance, unless otherwise agreed in writing. After that period, they shall have only informative value.

2.2 The prices used by WERTCON IMEX, in price quotes and special offers, are exclusive of VAT and other government taxes. The prices stated are also exclusive of any costs to be incurred within the framework of the Agreement, including travel and accommodation costs, shipping and administration costs, unless indicated otherwise.

Article 3. Establishment & cancellation of an Agreement

3.1 An agreement between the Other Party and WERTCON IMEX shall only be concluded after written agreement has been reached.

3.2 Cancellation of an Agreement is possible to seven (7) days prior to the delivery of the Goods or performance of the Services. If the Other Party exceeds this term, the Other Party shall owe fifty (50) percent of the invoice value to WERTCON IMEX.

3.4 If the Other Party cancels an agreement less than three (3) days prior to the delivery of the Goods or the performance of the Services, it shall be obliged to pay seventy-five (75) percent of the invoice amount to WERTCON IMEX.

3.5 If the Other Party fails to fulfil the Agreement, or at least does not take delivery of the Goods delivered on the date of delivery, the Deposit(s) made by the Other Party to WERTCON IMEX shall not be refunded and the Other Party must reimburse all costs incurred by WERTCON IMEX in preparing

the Agreement. These costs include in any case, but are not limited to, the costs for making changes to a Good, the costs for maintenance of a Good and the costs for possibly preparing a Good.

Article 4. Delivery and start of provision of services

4.1 Upon the conclusion of the agreement between WERTCON IMEX and the Other Party, WERTCON IMEX will indicate a delivery time or a time for the start of the provision of services.

4.2 A delivery time indicated by WERTCON IMEX shall never be regarded as a final deadline. The delivery time shall only commence after WERTCON IMEX has received all the information required for this purpose, after which WERTCON IMEX shall make every effort to deliver goods and services as soon as possible.

4.3 The agreed date and time for the delivery of the Goods are binding on the Other Party. If the Other Party unexpectedly does not take delivery of the Goods on the agreed date and time, the storage costs shall be charged to the Other Party.

Article 5. Warranty

5.1 The Other Party will not be entitled to any guarantee on the Goods delivered by WERTCON IMEX unless this is stated on the invoice.

5.2 If WERTCON IMEX provides any guarantee on the Goods delivered, this guarantee only includes the repair or replacement of parts of the Good. The warranty never comprises the work to be carried out by WERTCON IMEX to replace these parts. The work carried out by WERTCON IMEX to replace the parts shall be charged to the Other Party on based on WERTCON IMEX's usual hourly rate.

5.3 Any transport costs incurred to have a Good falling under the warranty delivered to WERTCON IMEX shall at all times be for the account of the Other Party.

5.4 While a Good is at WERTCON IMEX for repair, the Other Party shall not be entitled to compensation for loss of income due to the unavailability of the Goods. The Other Party shall also not be entitled to a replacement Good during this time. If the Other Party wishes to rent a replacement Good from WERTCON IMEX, will this against the normal rates of the WERTCON IMEX these shall be rented to the Other Party at the normal rates of the WERTCON IMEX and subject to the following provisions under “(re)rent” of these Terms and Conditions.

5.5 Should WERTCON IMEX determine at any time that a Good falling under warranty has a current value lower than the costs of repair, WERTCON IMEX shall consult with the Other Party in order to purchase the Good at its current value. However, WERTCON IMEX shall never be obliged to repair Goods falling under the warranty if the repair costs are higher than the current market value of the Good.

5.6 The Other Party may rely on communications from (representatives of) WERTCON IMEX regarding the specific characteristics of the Good. If the specifications of the Good promised by WERTCON IMEX do not correspond with the actual condition of the delivered Good, the Other Party shall be entitled to have the Good brought into line with the promised specifications of the Good by WERTCON IMEX, without the Other Party having to pay any fees to WERTCON IMEX.

5.7 If WERTCON IMEX undertakes to provide services, there shall be deemed to be an obligation to perform to the best of one's abilities. The Other Party can never hold WERTCON IMEX responsible for results that have not been achieved and can therefore not assert a right of complaint in the event of services provided by WERTCON IMEX.

5.8 Any damage caused by the Other Party's fault shall never be covered by any warranty provided by WERTCON IMEX.

5.9 WERTCON IMEX does not give any warranty on electronic parts of the delivered goods.

Article 6. Liability

6.1 WERTCON IMEX excludes any liability for indirect damage suffered as a result of the use of the Goods or Services provided by WERTCON IMEX, with the exception of situations in which the damage is directly due to intent or gross negligence on the part of WERTCON IMEX.

6.2 The Other Party is itself responsible for taking out a covering insurance in case WERTCON IMEX undertakes to provide Services. In that case, WERTCON IMEX can only be held liable for damage caused by gross negligence or intent on the part of WERTCON IMEX.

6.3 Each assignment accepted by WERTCON IMEX in which WERTCON IMEX undertakes to provide Services is subject to a best-efforts obligation. WERTCON IMEX can never be held liable for results not achieved. WERTCON IMEX shall only be liable for gross shortcomings in the performance of the Services which are the result of (gross) negligence or intent in the performance of the Services.

6.4 Direct damage is to be understood exclusively in terms of: the reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions, the possible reasonable costs incurred to make the deficient performance of WERTCON IMEX comply with the Agreement, insofar as these can be attributed to WERTCON IMEX and reasonable costs incurred to prevent or limit the damage to the extent that the Other Party demonstrates that these costs lead to the limitation of direct damage as referred to in this Article.

6.5 In any case, WERTCON IMEX shall never be liable for the following loss or damage: consequential damage, loss of profit, missed savings, loss caused by stagnation, death and personal injury.

6.6 The exclusion of liability referred to in Article 6.1 applies to both a sale and purchase Agreement and an Agreement in which WERTCON IMEX undertakes to rent or lease Goods.

6.7 Should WERTCON IMEX be liable for any damage, the liability of WERTCON IMEX shall be limited up to a maximum of the invoice value of the order, or at least to that part of the order to which the liability relates, or at least to the amount paid out by WERTCON IMEX's insurer in such case.

6.8 the Other Party shall indemnify WERTCON IMEX against any third-party claims, which are related to the performance of the Agreement.

Article 7. Obligations of the Other Party

7.1 In principle, the Other Party shall behave in accordance with what is stipulated in these Terms and Conditions as well as in accordance with what has further been agreed upon between WERTCON IMEX and the Other Party.

7.2 The Other Party shall ensure that WERTCON IMEX has all the necessary information in its possession in order to properly fulfil the Agreement. The Other Party must also have any approval required for the performance of the Agreement, such as permits, etc. at its disposal. The Other Party shall indemnify WERTCON IMEX against the implications arising from the incorrect and/or incomplete nature of the information provided.

7.3 If, contrary to the provisions of Article 7.2 above, the Other Party does not pass on the correct details of the Goods to be transported (weight, size, etc.) and the transport cannot proceed as a result, the Other Party shall still owe WERTCON IMEX the amount agreed upon in the price quote. The Other Party shall then also owe WERTCON IMEX all costs that WERTCON IMEX may incur as a result of this incorrect details, such as fines, costs of transshipment and the engagement of third parties.

7.4 The Other Party shall ensure that the location where WERTCON IMEX engages in the provision of Services, complies with all statutory safety requirements to be set thereon.

7.5 If WERTCON IMEX is to conduct transport activities for the Other Party, the Other Party shall ensure that the Goods to be transported are accessible to a truck, crane/forklift.

7.6 In addition to the provisions of Article 7.5, the Other Party shall ensure that in the case of an Agreement in which WERTCON IMEX undertakes to transport Goods, the address where the Goods are to be delivered is at all times accessible by a paved road. Should the Other Party fail to do so and as a result the transport cannot take place, the provisions of Article 7.11 below shall apply. The Other Party shall then also owe WERTCON IMEX all costs that WERTCON IMEX has had to incur in order to allow the transport to take place.

7.7 In addition to the provisions of Article 7.4, the Goods to be transported by WERTCON IMEX for the benefit of the Other Party, shall not contain any liquids or other substances.

7.8 If the Goods to be transported by WERTCON IMEX still contains liquids or any other substances, the Other Party shall be liable for all damage that may arise as a result. The Other Party shall therefore owe any cleaning costs for cleaning the means of transport used by WERTCON IMEX.

7.9 The Other Party shall ensure that the activities to be carried out by third parties that are not part of the work performed by WERTCON IMEX are carried out in such a way that the performance of the services to be carried out by WERTCON IMEX is not delayed. Should WERTCON IMEX not be able to execute the Agreement due to the activities of third parties, then the amount stated in the price quote will be invoiced to the Other Party.

7.10 In the case of an Agreement in which WERTCON IMEX undertakes to carry out transport activities, the Other Party must state the correct dimensions of the Goods to be transported. Should it turn out that the dimensions given by the Other Party do not correspond with the reality and, as a result thereof, the Transport cannot take place, then the Other Party shall still owe the full invoice amount to WERTCON IMEX.

7.11 If, in the case of an Agreement in which WERTCON IMEX undertakes to carry out transport activities and WERTCON IMEX is not given the opportunity perform the transport on time due to the Other Party's fault, the Other Party shall owe WERTCON IMEX a reasonable compensation for each hour that WERTCON IMEX is unable to allow the transport to take place.

Article 8. Force majeure

8.1 WERTCON IMEX shall not be obliged to fulfil any obligations against the Other Party, if it is hindered to do so as a result of a circumstance that cannot be attributed to its fault, nor is it at its expense by virtue of the law, a legal act or generally accepted views.

8.2 WERTCON IMEX may suspend the obligations arising from the Agreement during the period of force majeure. If the force majeure lasts longer than a period of ninety (90) days, either party shall be entitled to terminate the Agreement, without any obligation to compensate the Other Party for any loss suffered.

8.3 If WERTCON IMEX has partially fulfilled or will be able to fulfil its obligations under the Agreement at the time the force majeure occurs, WERTCON IMEX shall be entitled to invoice the fulfilled part of the Agreement separately. The latter provided that the partially agreed upon can be assigned an independent value.

Article 9. Retention of title and intellectual property

9.1 The goods delivered by WERTCON IMEX shall remain the property of WERTCON IMEX until such time has properly and fully complied with all obligations arising from the Agreement concluded with WERTCON IMEX.

9.2 In case WERTCON IMEX invokes the retention of title as described in Article 9.1 above, the Agreement entered into, in that respect, shall be deemed to be terminated, without prejudice to the right of WERTCON IMEX to claim compensation for damage, loss of profit and interest.

9.3 If the amounts owed to WERTCON IMEX are (partially) paid by the Other Party through the exchange of a Good belonging to the Other Party, the Good offered by the Other Party for exchange

shall become the direct property of WERTCON IMEX by the fact that the Other Party gives WERTCON IMEX possession of the Good. If the Other Party retains the item offered for exchange after ownership has been transferred, all costs and damage to the exchanged Good, for whatever reason shall be at the expense and risk of the Other Party.

9.4 WERTCON IMEX retains all intellectual property rights to all designs, images, photographs, drawings etc. provided by WERTCON IMEX. Reproduction, publication and copying are only permitted with the express permission of WERTCON IMEX. The designs, images, photographs, drawings etc. remain the property of WERTCON IMEX and must be returned immediately upon first request.

9.5 The provisions of Article 9.4 may only be used by the Other Party for the agreed objective. WERTCON IMEX is entitled to make an additional claim if the Other Party is going to use the Goods referred to for another purpose or wants to use them or has them used by third parties. The Other Party shall owe a fixed penalty of € 5,000 (five thousand euros) for each and every action taken in violation of Article 9.4, without prejudice to WERTCON IMEX's right to claim full compensation.

Article 10. Duration of the agreement and termination

10.1 The right of premature termination of the Agreement by the Other Party is ruled out without prejudice to the further provisions of these Terms and Conditions.

10.2 Both parties, the Other Party and WERTCON IMEX, shall only be entitled to terminate the Agreement if the Other Party, after a proper written notice of default, as detailed as possible, setting a reasonable period of time to remedy the failure, fails (still) imputably to fulfil the essential obligations of the Agreement.

10.3 In exception on the stipulations in Article 10.2, WERTCON IMEX may terminate the Agreement in whole or in part with immediate effect without notice of default and without judicial intervention by means of written notification to the Other Party, if urgent reasons arise, which in any case includes the cases in which:

- the Other Party is granted (provisional) suspension of payments.
- bankruptcy is requested or declared with respect to the Other Party;
- there is a suspicion that the Other Party is unable to meet its payment obligation;
- the Other Party acts in contravention of public order or morality, or any obligation arising from the Agreement with WERTCON IMEX
- the Other Party infringes on the rights of third parties;
- the Other Party acts in contravention of the reasonable guidelines or instructions of WERTCON IMEX;
- the Other Party does not respond to correspondence by email, telephone and/or in writing whether or not by registered letter;
- in the event of recurring payment problems.

10.4 If WERTCON IMEX proceeds to terminate the Agreement all that the Other Party owes to WERTCON IMEX shall become immediately due and payable in full.

10.5 WERTCON IMEX reserves the right to amend its Terms and Conditions, also for existing Agreements. Should WERTCON IMEX proceed to amend the Terms and Conditions, it shall inform the Other Party thereof two (2) months prior to such amendment. The Other Party shall then be free to terminate the Agreement from the moment that the new Terms and Conditions take effect or up to a maximum of seven (7) days after the new Terms and Conditions take effect.

Article. 11 Price and Payment

11.1 Payment by the Other Party must be made no later than the time set for the delivery of the Goods of fourteen (14) days after the provision of Services by WERTCON IMEX, unless expressly agreed otherwise.

11.2 In principle, invoicing will take place by post or email and will be sent to the Other Party after the provision of the Services.

11.3 If the Other Party fails to pay an invoice on time, the Other Party shall be in default by operation of law. The Other Party will then owe the 2% interest on the amount due and payable. The interest on the amount due and payable will be calculated from the moment that the Other Party is in default until the moment of payment of the amount due in full.

11.4 All extrajudicial and judicial costs incurred by WERTCON IMEX if WERTCON IMEX becomes involved in legal proceedings against the Other Party in any way, both claimant and defendant, shall be borne by the Other Party.

Article 12. Applicable law and disputes

12.1 All legal relationships to which WERTCON IMEX is a party, shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.

12.2 The Other Party and WERTCON IMEX shall only appeal to the court after they have done their utmost to settle a dispute in mutual consultation.

12.3 Unless rules of mandatory law dictate otherwise, the court in 's-Hertogenbosch shall have exclusive jurisdiction to take cognisance of disputes between the Other Party and WERTCON IMEX.