

1. Definitions

In these General Terms and Conditions (“**Terms and Conditions of Delivery**”), the following definitions apply:

Gert Snel: Gert Snel B.V. and/or its group companies, or any company that is or will be affiliated with Gert Snel in a group.

Products: goods or services.

Buyer: the person who wishes to purchase Products from Gert Snel and acts in the exercise of a profession or company.

Agreement: any agreement between Gert Snel and the Buyer regarding the delivery of Products and any addition or amendment thereto.

2. Applicability

1. Unless explicitly agreed otherwise in writing, these Terms and Conditions apply to all offers by Gert Snel and to all (other) legal relationships between the Buyer and Gert Snel. Any provisions that deviate from these Terms and Conditions of Delivery must in all cases be expressly agreed upon in writing.
2. The applicability of any general terms and conditions (of purchase) from the Buyer is explicitly rejected.

3. Offers and Agreement

1. Offers from Gert Snel are not binding. They are free of obligation unless the contrary is clearly stated.
2. The information mentioned on the website, in catalogues, images, drawings and the like are only indicative and not binding, unless they are expressly included in an Agreement signed by the Parties or an order confirmation signed by Gert Snel.
3. An Agreement is established after Gert Snel has signed the Agreement or written order confirmation.

4. Prices

1. All prices and quotations are exclusive of VAT and other government levies. Unless otherwise agreed upon, the prices quoted by Gert Snel in its quotations or order confirmations to the Buyer are ex-factory/ex-warehouse.
2. After the order has been placed by the Buyer and accepted by Gert Snel, Gert Snel will arrange transport to the destination in the Buyer's building or premises.
3. If at the request of the Buyer, the delivery is postponed until after the agreed delivery date, or if the Buyer requests the delivery of

the Products before the agreed delivery date, Gert Snel is entitled to compensation of the costs incurred as a result of this postponement or advance. Postponement of delivery does not suspend the Buyer's payment obligation and in the event of default, the Buyer will owe statutory commercial interest on the purchase price. Gert Snel reserves the right to claim damages resulting from the delay.

4. Gert Snel may at any time pass on to the Buyer changes in purchase prices, payroll costs, cost prices of raw materials and/or materials, social and governmental costs and/or other costs in so far as these relate to the agreed delivery. If the price changes by more than 10% within three months after the conclusion of an Agreement, the Buyer has the right to dissolve the Agreement.

5. Delivery and Execution

1. The delivery times mentioned in offers, order confirmations and/or Agreements are made to the best of Gert Snel's knowledge and will be observed by Gert Snel as much as possible, but they are not binding and they never represent a deadline. Gert Snel will not be in default by merely exceeding these terms, nor will Gert Snel be held liable. If these terms are exceeded, Gert Snel will timely consult with the Buyer.
2. Delivery takes place ex-factory/ex-warehouse, unless otherwise agreed. Gert Snel has fulfilled its delivery obligation by offering the Products to the Buyer ex-factory/ex-warehouse or at the agreed location and at the agreed time. Deliveries include agreed partial deliveries. From the moment of delivery, the Products are at the expense and risk of the Buyer.
3. Costs of transport and shipping will be borne by the Buyer unless otherwise agreed. If Gert Snel arranges transport to another destination within or outside the Netherlands at the request of the Buyer, Gert Snel does not accept any liability for the transport. The transport is at the expense and risk of the Buyer and it is up to the Buyer to adequately insure the Products to be transported against loss and damage, unless otherwise agreed.
4. Gert Snel reserves the right to deliver the Agreement in parts and to invoice these partial deliveries separately.
5. The Buyer is obliged to take delivery of the Products purchased by them at the place and time agreed upon, as described in Article 5 (2). If the Buyer fails to do so, Gert Snel will be

entitled to demand payment of the agreed purchase price of the uncollected Products without notice of default, and these Products will be deemed to have been purchased by the Buyer from Gert Snel, after which they will be stored at the expense and risk of the Buyer and against reimbursement of all costs incurred. All this is without prejudice to Gert Snel's other rights.

6. At the request of the Buyer, the purchased Products can be stored at Gert Snel for 30 days after the agreed delivery date, at the expense and risk of the Buyer, provided that 50% of the purchase price is paid and the remaining 50% is paid before delivery and no later than 30 days after the agreed delivery date. After 30 days, a storage fee of EUR 0.70 per Product per day will also be charged.
7. All confirmed orders are irrevocable. Cancellation of orders can only take place after consultation with and written consent from Gert Snel under the terms and conditions set by Gert Snel.

6. Invoicing and Payment

1. Unless agreed otherwise in writing, payment will be made in the manner indicated by Gert Snel within 14 days after the invoice date, without suspension or settlement for any reason, but in all cases before the delivery as referred to in Article 5 (2).
2. If the aforementioned term is exceeded, the Buyer will be in default by operation of law, without any notice of default being required. In that case, the Buyer will owe interest on arrears of 1% per month from the date of default, where part of a month is considered a whole month. At the end of each year, the amount on which the interest is calculated will be increased by the interest due over that year.
3. If the Buyer does not fulfil their payment obligations in time, they will also owe the extrajudicial collection costs. These costs are at least 15% of the outstanding principal amount with a minimum of EUR 200. Gert Snel is only obliged to prove the costs incurred in so far as they exceed the amounts/percentages referred to in the previous sentences.
4. Payments made by the Buyer will always be applied first to all interest and costs due and then to the invoices that have been outstanding the longest, even if the Buyer states that the payment relates to a later invoice.

5. In the event that the Buyer claims that a delivered Product is defective, they are not entitled to refuse payment or to suspend their payment obligation with regard to Products from the same delivery about which no complaints have been made.
6. The Buyer is obliged, at the first request of Gert Snel, to immediately provide security for all the Buyer's obligations in the form requested by Gert Snel and, if necessary, to supplement this security. As long as the Buyer does not comply, Gert Snel is entitled to suspend its obligations.

7. Retention of Title

1. All Products delivered to the Buyer will remain the property of Gert Snel, until the Buyer has fully paid everything they owe to Gert Snel under the Agreement, including interest, costs and claims due to failure to fulfil the Agreement. Gert Snel and the Buyer hereby agree on an extended retention of title.
2. Products are at the risk of the Buyer from the moment of delivery or offer in accordance with Article 5 (2). In case of delayed delivery in accordance with Article 4 (3), the risk will pass to the Buyer at the time the Products would be delivered according to the original Agreement.
3. As long as the ownership of the (delivered) Products has not passed to the Buyer, the Buyer will only be authorised to process or resell the delivered Products in the normal course of their business.
4. Subject to the provisions of Article 7 (3), the Buyer may not transfer or pledge these Products or grant a third party any other right thereto. This paragraph is subject to property law.
5. On delivered Products that have become the property of the Buyer and that are still in the hands of the Buyer, Gert Snel hereby reserves rights of pledge as referred to in Section 3:237 of the Dutch Civil Code as additional security for all claims that Gert Snel may still have against the Buyer for whatever reason. Gert Snel is at all times entitled and hereby irrevocably authorised by the Buyer to perform the actions required to establish this right of pledge (expressly including establishing the right of pledge by authentic or registered private deed) and thereby also act on behalf of the Buyer. At the request of Gert Snel, the Buyer undertakes to immediately cooperate with this pledge.
6. The Buyer is obliged to insure the Products for the duration of the reserved ownership

against fire, explosion and water damage and against theft, and to submit the policies of these insurances to Gert Snel for inspection at the first request. All claims of the Buyer on the insurers of the Products on the basis of said insurances will, as soon as Gert Snel indicates to wish this, be pledged to it by the Buyer in the manner indicated in Section 3:239 of the Dutch Civil Code, as additional security for the claims of Gert Snel against the Buyer. The last two sentences of paragraph 4 of this Article apply.

7. If the Buyer fails to fulfil their payment obligations towards Gert Snel, or Gert Snel has good reason to fear that they will fail to fulfil their obligations, Gert Snel will be entitled, without any liability towards the Buyer, to take back the Products delivered under retention of title. After repossession, the Buyer will be credited for the market value, which in no case can be higher than the original purchase price, less the costs involved in repossession. The difference between the lower market value, less costs, and the original purchase price remains due to the Buyer as compensation.

8. Complaints and Warranty

1. Complaints regarding visible defects must be reported by the Buyer to Gert Snel immediately after discovery, but no later than 14 days after the delivery, by means of a specified notification in writing. Complaints regarding non-visible defects must be reported by the Buyer to Gert Snel immediately after discovery, but no later than 14 days after the expiry of the warranty period referred to in paragraph 4, by a specified notification in writing.
2. Within 14 days after receipt by Gert Snel of the claim under the warranty, the Buyer must enable Gert Snel to examine the Product in question.
3. If the aforementioned terms are exceeded, any claim against Gert Snel regarding the defects in question will lapse. Legal claims in the matter must be lodged within 1 year after the timely claim under penalty of expiry.
4. Notwithstanding the limitations set out below, Gert Snel guarantees both the soundness of the Product it supplies and the quality of the material used and/or supplied under normal use, for a period of 12 months after the delivery as referred to in Article 5 (2), with the exception of all products and/or parts that Gert Snel procures from third parties, for which Gert Snel provides the same guarantee

as that received by Gert Snel from its supplier, with a maximum of 12 months.

5. In any event, the warranty does not cover defects that occur as a result of, or are wholly or partially the result of, the following:
 - a. non-observance by the Buyer of operating and/or maintenance instructions or of use other than the intended normal use; and
 - b. normal wear and tear.
6. If the Buyer does not, does not properly or does not timely comply with any obligation under the Agreement concluded with Gert Snel or from a related Agreement, Gert Snel is not bound to any warranty with regard to any of these Agreements. If the Buyer dismantles, repairs or carries out any other work on the product without the prior written consent of Gert Snel, any claim under the warranty will lapse.
8. If Gert Snel replaces parts/Products in order to fulfil its warranty obligations, the replaced parts/Products will become its property.
9. If Gert Snel has repaired material and/or construction defects under the warranty or has replaced the Products in question, Gert Snel is fully discharged from its warranty obligation and will not be obliged to any further (damage) compensation, unless the damage results from intent or gross negligence on the part of Gert Snel, its employees or third parties it has engaged, or the liability results from Title 3 Part 3 Book 6 of the Dutch Civil Code. Furthermore, the Buyer cannot claim dissolution of the Agreement on the basis of proven material and/or construction defects, unless the Buyer cannot reasonably be expected to maintain the Agreement.

9. Liability

1. The liability of Gert Snel is limited to fulfilment of the warranty obligation described in Article 8.
2. Except for gross negligence on the part of Gert Snel, the applicability of the legal provisions on product liability as established for the implementation of the relevant EU directive, and except for the provisions in paragraph 1, all liability of Gert Snel, such as for (but not limited to) corporate damages, other indirect damages (including consequential damages) and damages resulting from liability towards third parties, is excluded. This exclusion will not be invoked if such an invocation in a given case would lead to a result that is unacceptable according to standards of reasonableness and fairness.

- Without prejudice to the provisions elsewhere in these General Terms and Conditions, Gert Snel is not liable for any defect in the delivery of the Products that is the result of the inaccuracy and/or incompleteness of the information provided by the Buyer.
- The Buyer indemnifies Gert Snel or holds Gert Snel harmless in respect of all third-party claims for compensation for damages, for which the liability of Gert Snel is excluded in these Terms and Conditions in relation to the Buyer.
- Gert Snel is not responsible for the usability of the Products for the Buyer, and for any damage caused by the use of Products, if Products are used by the Buyer in a different way or for a different application than mentioned in the product specifications.
- The liability of Gert Snel for failure to fulfil its obligations is at all times limited to the amount stated on the invoice and charged by Gert Snel to the Buyer in respect of the delivery of the Products and to the amount paid by an insurer under the relevant insurance.

10. Non-Attributable Failure (Force Majeure)

- In case of force majeure, Gert Snel has the right to either suspend fulfilment of its obligations towards the Buyer, or to fully or partially terminate the Agreement without judicial intervention and without being held to any damages towards the Buyer or third parties, at the discretion of Gert Snel.
- Force majeure includes any circumstance beyond the influence of Gert Snel or any circumstance that could not reasonably have been foreseen by Gert Snel, which temporarily or permanently prevents fulfilment of the obligations under the Agreement. Such circumstances include (threat of) war, riots or other disruptions of public order, fire, natural disasters, strikes, pandemics, (restrictive) government measures, failure to obtain necessary permits, business disturbances, and the full or partial default of third parties from whom Products are received.

11. Suspension, Dissolution

- If the Buyer does not, not adequately, or not timely comply with any obligation under the Agreement concluded with Gert Snel, or if there is serious doubt as to whether the Buyer is able to fulfil their contractual obligations towards Gert Snel, Gert Snel is authorised,

without notice of default or judicial intervention, to suspend the execution of any Agreement concluded with the Buyer, or to dissolve it in whole or in part, without being held to any damages and without prejudice to its further entitled rights.

- If one of the Parties applies for suspension of payment or is declared bankrupt, the other Party will be entitled to dissolve the Agreement concluded by written notice, or to suspend the fulfilment of their obligations. All payments due to the Party entitled to dissolve will then be immediately due and payable. Otherwise, the rights in respect of non-fulfilment of obligations will remain unaffected to the Party concerned.

12. Indemnification

The Buyer indemnifies Gert Snel against claims by third parties, including employees of the Buyer, who in connection with the performance of the Agreement suffer damages that are the result of the actions or omissions of the Buyer or of unsafe situations in their organisation, and will compensate Gert Snel for all costs, damages and interests, which may be borne by Gert Snel as a result of claims by the aforementioned third parties against Gert Snel for the Products delivered by Gert Snel to the Buyer, Services and advice provided, all in compliance with legal provisions.

13. Proof and Nullity

In the absence of evidence to the contrary, the administrative data of Gert Snel will be decisive with regard to the (execution of the) Agreement. In case of nullity of one or more provisions of these Terms and Conditions, the Parties will be bound by the provisions that are not null and void and that come as close as possible to the intended purpose.

14. Legal Costs

In the event of legal proceedings, regardless of whether Gert Snel is involved as plaintiff or defendant, all costs incurred by Gert Snel in connection with these proceedings, including all costs of legal assistance, will be for the account of the Buyer.

15. Disputes

All disputes relating to matters to which these Terms and Conditions of Delivery apply will be submitted to the competent court in Utrecht,

the Netherlands, subject to the Parties' authority to institute interim relief proceedings before the competent court in another district.

16. Applicable Law

All matters governed by these Terms and Conditions of Delivery will be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.