



General Terms and Conditions M+

1. Applicability

- 1.1. These general terms and conditions apply to – and form an integral part of – every offer, quotation, and agreement relating to services or products of any kind to be provided by Rofa B.V., with its registered office in Breda, hereinafter referred to as “Rofa,” unless expressly agreed otherwise in writing.
- 1.2. In these general terms and conditions, “the customer” refers to any (legal) person who has requested or commissioned Rofa to provide services, as well as any (legal) person who has ordered and/or purchased goods from or through Rofa.
- 1.3. These terms and conditions prevail over any terms and conditions declared applicable by the customer, unless expressly agreed otherwise in writing.
- 1.4. If one or more provisions of these general terms and conditions are null and void or are voided, the remaining provisions of these terms and conditions will remain in full force and effect. Rofa and the customer will then consult with each other in order to agree on new provisions to replace the invalid or void provisions, taking into account as much as possible the purpose and meaning of the original provision.

2. Conclusion and amendment of agreement

- 2.1. All offers and quotations made by Rofa, in whatever form, are without obligation. An agreement is only concluded after written confirmation (of the order) by Rofa or after actual performance.
- 2.2. Amendments to the agreement are only binding on Rofa insofar as they have been confirmed in writing by Rofa or have actually been implemented by Rofa.

3. Execution of the agreement

Cooperation and responsibilities of the customer

- 3.1. The customer shall always provide Rofa with all cooperation, data, and information that is necessary or useful for the execution of the agreement in a timely manner. The customer is responsible for the quality, accuracy, and completeness of the data and information it provides.
- 3.2. If the data that Rofa needs to have at its disposal for the proper performance of the agreement is not made available to Rofa by the customer, or is not made available in a timely manner, or if the customer fails in any other way to fulfill its obligations as set out in this article, Rofa shall in any case be entitled to suspend the performance of the agreement and to charge the customer for the costs arising from the situation at the usual rates.
- 3.3. If employees of Rofa or employees of third parties engaged by Rofa are required to perform work at the customer's location or at a location elsewhere designated by the customer, the customer shall ensure, free of charge, that all facilities reasonably necessary for the proper and safe performance of the work are available at that location.



Performance of the agreement

- 3.4. Rofa will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship, based on the current state of scientific knowledge.
- 3.5. If it has been agreed that the agreement will be performed in phases, Rofa is entitled to suspend the performance of parts of the agreement that belong to a subsequent phase until the customer has approved the results of the preceding phase in writing.
- 3.6. The delivery times stated in offers, quotations, agreements, or otherwise are always given by Rofa to the best of its knowledge and will be observed as much as possible, but they are not binding. If Rofa and the customer have agreed that the agreement will be fulfilled within a specific period, that period shall be deemed to have been specified as an approximation and to have been determined in the expectation that all relevant circumstances will remain unchanged after the conclusion of the agreement. The mere exceeding of a period referred to in the previous sentence does not constitute a default on the part of Rofa. In that case, the customer shall consult with Rofa prior to sending any notice of default in order to prevent further delay.

Delivery

- 3.7. Delivery shall take place in accordance with the applicable Incoterm: Ex Works (ex factory). If the customer refuses to take delivery at the agreed time or fails to provide information or instructions necessary for delivery, Rofa shall be entitled to store the products at the customer's expense and risk.
- 3.8. If the parties expressly agree that Rofa will arrange for the transport of the products, both the costs and the risk of loss or damage during transport shall be borne by the customer.

4. Prices

- 4.1. All prices are in euros and exclude sales tax and other government-imposed levies, unless expressly stated otherwise.
- 4.2. The amounts stated in Rofa's offers are based on the prices, exchange rates, wages, taxes, and other factors relevant to the price level existing at the time of the offer. If, after the (order) confirmation, one or more of the aforementioned factors change, Rofa is entitled to adjust the agreed price accordingly. If a price increase is implemented pursuant to this provision and the increase exceeds 10% of the total agreed amount, the customer has the right to terminate the agreement in writing within eight days of the price increase.
- 4.3. Unless otherwise agreed, costs relating to assembly and installation work shall be borne by the customer.

5. Payment

- 5.1. Unless otherwise stated on the invoice or expressly agreed between the parties, payment must always be made within thirty days of the invoice date. Any right to set-off is excluded.
- 5.2. Payment shall be made by deposit or transfer to a bank or giro account designated by Rofa. Rofa shall always be entitled to demand security for payment or advance payment, both before and after the conclusion of the agreement, subject to suspension of the performance of the agreement by Rofa until the security has been provided and/or the advance payment has been received by Rofa.



- 5.3. If payment is not made on time, the customer will be in default by operation of law without notice of default being required. From that moment on, the customer will owe Rofa interest on the outstanding amount at a rate of 1% per month.
- 5.4. If, after the expiry of a further payment term set in a written reminder, no payment has been received, the customer shall owe a penalty equal to 10% of the principal sum owed by the customer to Rofa, including VAT, regardless of whether Rofa has had to incur extrajudicial collection costs.
- 5.5. Without prejudice to Rofa's other rights in this article, the customer is obliged to reimburse Rofa for any extrajudicial collection costs incurred by Rofa that go beyond sending a single reminder or making a single settlement proposal that is not accepted, obtaining simple information, or compiling the file in the usual manner. These costs are determined on the basis of the guidelines applicable at that time in courts in the Netherlands.

6. Complaints and warranty

Complaints

- 6.1. Any complaints about a product delivered by Rofa or about the performance of work must be communicated by the customer to Rofa in writing, stating the reasons, immediately. If ten days have passed since the work was performed or the products were delivered, the customer can no longer make a justified complaint, unless the defect would not have been noticeable at the time of delivery during a careful and timely inspection. In that case, the customer must notify Rofa in writing within ten days of the defect coming to light.
- 6.2. If a complaint by the customer is justified, Rofa will, at its discretion, repair the work to be performed or the products to be delivered, or still perform/deliver them as agreed, unless this has become demonstrably pointless for the customer in the meantime. If Rofa informs the customer that it will proceed with the repair, the customer shall make the delivered products available to Rofa again, at its own expense and risk.
- 6.3. If the futility referred to in Article 6.2 applies, the customer must notify Rofa of this in writing and explain why. If it has become impossible or futile to still deliver or repair the agreed work or products, Rofa will only be liable within the limits of these general terms and conditions.

Warranty

- 6.4. If Rofa provides the customer with a warranty with regard to the work or products it has delivered or is to deliver, it shall expressly notify the customer of this in writing. In the absence of such express written notification, the customer cannot invoke the warranty.
- 6.5. Any claim under the warranty must be notified to Rofa in writing by the customer, stating the reasons, immediately, but no later than five working days after discovery of the defect.
- 6.6. All warranty obligations of Rofa shall lapse if and as soon as the customer or third parties have performed any actions to modify or repair the products in question, as well as if and as soon as there has been incorrect, unusual, or improper use.
- 6.7. If the customer makes a justified claim under the warranty, Rofa will, at its discretion, repair the work to be performed or the products to be delivered, or still perform/deliver them as agreed. If Rofa informs the customer that it will proceed with the repair, the customer will make the delivered products available to Rofa again, at its own expense and risk.
- 6.8. If the customer invokes a warranty arrangement that may have been agreed, but that

invocation subsequently proves to be unjustified, Rofa shall be entitled to charge the customer for the work and costs of investigation and repair incurred on its part as a result of that invocation, in accordance with its usual rates.

7. Retention of title and right of retention

- 7.1. All products to be delivered and delivered by Rofa remain the property of Rofa under all circumstances, as long as the customer has not satisfied any claim of Rofa, including in any case the claims referred to in Article 3:92, paragraph 2 of the Dutch Civil Code.
- 7.2. The customer is obliged to store the products delivered under retention of title with due care and as recognizable property of Rofa. The customer is obliged to insure the products against fire, explosion, and water damage, as well as against theft, for the duration of the retention of title and to make the insurance policies available to Rofa for inspection upon first request. All claims of the customer against the insurers of the products under the aforementioned insurance policies will, as soon as Rofa indicates that it so wishes, be pledged by the customer to Rofa in the manner specified in Article 3:239 of the Dutch Civil Code, as additional security for Rofa's claims against the customer.
- 7.3. The customer is not authorized to pledge the products delivered under retention of title to third parties, to encumber them in any other way or to transfer them in whole or in part, as long as ownership of them has not been transferred to the customer, except insofar as such transfer takes place in the course of the customer's normal business activities. The customer undertakes, at Rofa's first request, to cooperate in the establishment of a pledge on the claims that the customer acquires or will acquire from its customers on the basis of the resale of goods.
- 7.4. In the event of sale on credit, the customer is obliged to stipulate a retention of title from its customers, identical to the retention of title as included in this article. In the event of a violation of this paragraph, the purchase price will become immediately due and payable in full.
- 7.5. If the customer fails to meet its payment obligations to Rofa or if Rofa has good reason to fear that the customer will fail to meet those obligations, Rofa is entitled to take back the goods delivered under retention of title. The customer shall at all times grant Rofa free access to its premises and/or buildings for the purpose of inspecting the goods and/or exercising Rofa's rights. After repossession, the customer will be credited for the market value, which in no case may exceed the original price agreed between the customer and Rofa, less the costs incurred by Rofa as a result of the repossession.
- 7.6. Rofa is entitled to suspend the delivery of products that it has in its possession for the customer in connection with the performance of the agreed work until all payments owed by the customer to Rofa have been paid in full.

8. Termination and cancellation

- 8.1. The customer shall be deemed to be in default if it fails to fulfill any obligation under the agreement or fails to do so on time, as well as if the customer fails to comply with a written demand to fulfill its obligations in full within a reasonable period of time.
- 8.2. In the event of default by the customer, Rofa shall be entitled, without any obligation to pay compensation and without prejudice to its rights, to dissolve the agreement in whole or in part by means of a written notice to that effect to the customer and/or to immediately demand payment in full of any amount owed by the customer to Rofa and/or to invoke the retention of title.



9. Force majeure

- 9.1. If, in Rofa's reasonable opinion, as a result of force majeure, which is understood to mean circumstances beyond its control, performance by Rofa without default is or will be impossible, it shall be entitled to terminate the agreement in whole or in part, or to temporarily suspend the performance of the agreement, without being liable for any compensation.
- 9.2. If, at the time of the occurrence of force majeure, Rofa has already partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled to invoice the part already delivered or deliverable separately, and the customer is obliged to pay this invoice as if it were a separate agreement.

10. Liability

- 10.1. Rofa is only liable for damage suffered by the customer as a result of an attributable failure by Rofa to fulfill the agreement, if and insofar as that damage is the result of intent or gross negligence on the part of Rofa. Rofa is never liable for indirect damage, including consequential damage, lost profit, lost savings, and damage due to business interruption.
- 10.2. Rofa's total liability for any attributable failure to perform the agreement between Rofa and the customer will in all cases be limited to compensation for direct damage and to a maximum of the price stipulated for that agreement (excluding VAT). If the agreement between Rofa and the customer is primarily a continuing performance agreement with a term of more than one year, the price stipulated as referred to in the previous sentence shall be set at the total of the fees (excluding VAT) stipulated for one year.
- 10.3. Rofa is not liable for damage if and insofar as the customer has insured itself against the damage in question or could reasonably have insured itself against it.

11. Intellectual property rights

- 11.1. The intellectual property rights and similar rights, including copyrights, trademark rights, patent rights, neighboring rights, rights to protect performances, including database rights on all products designed by Rofa, are vested in Rofa, unless expressly agreed otherwise in writing.
- 11.2. The customer must have the required (intellectual) property rights with regard to the order it has placed with Rofa. It indemnifies Rofa against all claims from third parties for any infringements of third-party rights.

12. Confidentiality

- 12.1. The parties are obliged to maintain confidentiality regarding all confidential information that they have obtained from each other or from other sources in the context of the preparation or execution of the agreement. Information is considered confidential if this has been communicated by the other party or if this reasonably follows from the nature of that information.
- 12.2. If and insofar as Rofa is required by any legal provision or court ruling to disclose confidential information to third parties, and Rofa cannot invoke a legal right of non-disclosure or a right of non-disclosure recognized or permitted by the competent court,



Rofa is entitled to disclose the relevant information to the relevant third parties vis-à-vis the customer.

13. Disputes and applicable law

- 13.1. Unless expressly stated otherwise in these general terms and conditions, Dutch law applies to any agreement concluded with Rofa. Foreign legislation and treaties such as the Vienna Sales Convention are excluded.
- 13.2. These general terms and conditions have been drawn up in Dutch and translated into English and German. With the exception of Article 7 of the German translation, in the event of any inconsistency between the Dutch version and a translation, only the Dutch version shall be binding.
- 13.3. All disputes arising directly or indirectly from or relating to this agreement shall be submitted in the first instance to the competent (subdistrict) court in 's-Hertogenbosch. Insofar as this court does not have relative jurisdiction in the case of an agreement with a private customer (not acting in the course of a profession or business), that customer is entitled, within one month after Rofa has invoked this article in writing, to opt for the dispute to be settled by the court that has relative jurisdiction according to the law.