

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

Article 1: Definitions

In these general terms and conditions, the following terms shall have the meanings ascribed to them below:

- A. DCS: the private limited liability company Dutch Composite Services (DCS), having its registered office and principal place of business in Elburg.
- B. Client: any natural or legal person who enters into an agreement with DCS for the manufacture and/or supply of goods and/or the performance of work.
- C. The general terms and conditions: these general terms and conditions of sale, delivery and payment.
- D. Assignment and/or agreement: any agreement between DCS and the client concerning the sale of goods, the performance of work or the provision of services by DCS, unless expressly agreed otherwise in writing.

Note: Consumer Relations

If an agreement is concluded with a consumer (a natural person not acting in the exercise of a profession or business), mandatory consumer law shall prevail over the provisions of these general terms and conditions. In that case, any conflicting provisions shall be adjusted to comply with the statutory requirements for consumer protection.

Article 2: Applicability

- 2.1. These terms and conditions apply to all quotations, assignments, agreements and deliveries made by or on behalf of DCS, unless otherwise agreed in writing.
- 2.2. The applicability of any general terms and conditions of the client is expressly rejected.

Article 3: Offers

- 3.1. All offers are without obligation and valid for 30 days, unless expressly stated otherwise in writing.
- 3.2. Prices are ex works, exclusive of VAT.
- 3.3. Offers are based on information provided by the client; DCS is entitled to assume the correctness thereof.
- 3.4. Information contained in brochures, catalogues or other publications is only binding if expressly confirmed in writing.
- 3.5. Advice is provided free of obligation and of a general nature.
- 3.6. If no order is placed, DCS is entitled to charge the costs incurred.

Article 4: Intellectual Property

- 4.1. DCS retains all intellectual and industrial property rights to designs, models, software, etc.
- 4.2. These materials remain the property of DCS and may not be used or disclosed without DCS's prior written consent. In the event of a breach, the client forfeits a penalty of €1,000 per day (up to a maximum of €25,000), without prejudice to DCS's right to full compensation for damages.



Article 5: Agreements

5.1. An agreement is only concluded after written confirmation by DCS or upon actual execution thereof.

5.2. Only duly authorized representatives of DCS are entitled to bind DCS.

Article 6: Designs and Materials

6.1. DCS does not warrant the suitability of designs or materials provided by or on behalf of the client.

6.2. The client is responsible for the functional suitability of materials chosen by them.

6.3. DCS guarantees its own designs in accordance with applicable warranty conditions.

6.4. In the case of non-DCS designs, DCS only guarantees execution in accordance with the assignment and only for materials not prescribed by the client.

6.5. The client may have materials inspected beforehand; once processed, no complaints will be accepted.

Article 7: Scope of Work and Amendments

7.1. The client shall ensure the necessary permits and exemptions are obtained.

7.2. The following are not included in the price:

A. Hoisting/lifting of large components.

B. Preventive measures against damage.

C. Removal of hazardous substances or chemical waste.

7.3. Any changes causing an increase or decrease in costs shall be regarded as additional or reduced work.

7.4. Additional work shall be charged based on applicable rates.

7.5. DCS is entitled to a 10% fee on the positive balance of the settlement of reduced and additional work, unless the reduction originated with DCS.

Article 8: Packaging and Assembly

8.1. Packaging shall be charged separately and will not be taken back.

8.2. Assembly costs shall be charged separately.

8.3. Any additional assembly work beyond the assignment shall be borne by the client.

8.4. The client shall provide gas, water, electricity, heating, storage, and sanitary facilities.

8.5. Delays in assembly for reasons beyond DCS's control will be charged extra.

8.6. Unforeseen costs, including overtime and travel or accommodation expenses, shall be borne by the client.

8.7. The client must inspect the assembly upon completion.

8.8. Complaints after the departure of fitters shall only be valid for demonstrable hidden defects, reported within 8 days.

Article 9: Prices

9.1. Prices are in euros, exclusive of VAT and ex works in 't Harde.

9.2. Prices are based on rates valid on the date of the quotation.

9.3. If prices increase more than 6 months after the quotation, DCS may adjust the price accordingly.

9.4. If materials are supplied by the client, DCS may charge up to 10% of the cost price for storage.



Article 10: Delivery and Delivery Period

- 10.1. Delivery shall take place ex works; the risk transfers upon notification of readiness or dispatch.
- 10.2. If goods are not taken delivery of, they will be stored at the expense and risk of the client.
- 10.3. Goods not collected within one month may be sold; proceeds shall be set off against amounts owed.
- 10.4. Delivery periods are indicative only.
- 10.5. The delivery period commences only after technical agreement, receipt of all data, and payment.
- 10.6. In cases of force majeure or delays with third parties, any binding deadlines shall lapse.

Article 11: Completion

- 11.1. Work shall be deemed completed when:
 - A. Written or verbal approval has been given;
 - B. Eight days have elapsed after written notice of completion without inspection; or
 - C. The work (in whole or in part) has been put into use.
- 11.2. Minor defects do not prevent completion.
- 11.3. If approval is withheld, written objection must be made within 8 days.
- 11.4. Completion may proceed even if parts are missing due to force majeure.

Article 12: Transport

- 12.1. Transport is at the client's risk unless agreed otherwise.
- 12.2. If transport is arranged by DCS, the client remains liable for any damage and must arrange insurance.
- 12.3. DCS's liability shall never exceed the compensation received from the carrier or insurer.

Article 13: Payment

- 13.1. Payment schedule:
 - A. 25% upon order confirmation.
 - B. 25% upon completion of engineering.
 - C. 25% upon completion of moulds.
 - D. 25% upon delivery (prior to shipment).
- 13.2. Suspension, discount or set-off are not permitted.
- 13.3. Advanced costs shall be settled in the final invoice.
- 13.4. Government regulations shall not relieve the client of payment obligations.
- 13.5. In the event of late payment: 10% annual interest (minimum), plus collection costs (minimum €350).
- 13.6. If DCS is wholly or partly successful in legal proceedings, the client shall bear all related costs.
- 13.7. DCS may require security for fulfilment of the client's obligations.

Article 14: Retention of Title

- 14.1. Ownership shall not pass until full payment, including interest and costs, has been made.
- 14.2. Until that time, the client may not dispose of or encumber the goods, except in the ordinary course of business.
- 14.3. In case of default, DCS may reclaim delivered goods; the client shall grant access for retrieval.



Article 15: Warranty

- 15.1. Six-month warranty on material and construction (as determined by DCS). Parts must be returned carriage paid.
- 15.2. DCS may credit, repair or replace defective goods.
- 15.3. DCS must be given the opportunity to carry out repairs.
- 15.4. Wear, improper use, and third-party alterations are excluded from warranty.
- 15.5. The warranty lapses if the client fails to meet obligations.

Article 16: Liability

- 16.1. DCS shall only be liable for direct damages resulting from proven attributable failure, subject to the following limitations:
 - A. Only for damage covered by DCS's insurance or that should reasonably have been insured.
 - B. No compensation for business losses (e.g., laytime, loss of turnover).
 - C. Liability is limited to the contract value.
 - D. No liability for intent or gross negligence by auxiliary persons.
 - E. Reduction may apply if the order value is minor relative to the damage.
- 16.2. The above does not apply in cases of intent or gross negligence on the part of DCS itself.
- 16.3. The client shall indemnify DCS against claims from third parties arising from the use of the client's specifications.
- 16.4. The client is liable for damage to DCS property at the work site.

Article 17: Complaints

- 17.1. Complaints about performance must be submitted in writing within 8 days of discovery.
- 17.2. Complaints about invoices must be submitted within 8 days of receipt.
- 17.3. Failure to complain in time results in forfeiture of rights.

Article 18: Force Majeure and Impossibility of Performance

- 18.1. In the event of changed circumstances, the agreement may be adjusted.
- 18.2. DCS may suspend its obligations in case of force majeure.
- 18.3. Force majeure includes, inter alia, failure of suppliers, malfunctions, fire, strikes, prohibitions, etc.
- 18.4. In case of permanent force majeure (>6 months), the agreement may be dissolved.
- 18.5. In case of partial performance, DCS may claim payment for the performed part.

Article 19: Data Protection (GDPR)

- 19.1. DCS processes personal data solely in accordance with applicable privacy legislation (GDPR).
- 19.2. Personal data of clients are used only for the performance of the agreement, invoicing, and communication.
- 19.3. DCS takes appropriate technical and organizational measures to protect personal data.
- 19.4. The client has the right to access, correct, and delete their personal data.



Article 20: Applicable Law and Disputes

20.1. These terms and conditions are governed by Dutch law.

20.2. The Vienna Sales Convention (CISG) is excluded.

20.3. Any disputes shall be submitted to the competent court in the district where DCS has its registered office, unless mandatory law provides otherwise.