



These Terms and Conditions of Purchase apply to all purchase assignments, purchase orders, and agreements in which Rengineers B.V. ('Client') acts as the purchaser. By accepting the purchase order, the supplier ('Supplier') agrees to these terms and conditions.

Rengineers B.V., Amerikalaan 5, 3771 MC Barneveld (The Netherlands), www.rengineers.eu

1. Delivery time and deviations

- 1.1 The agreed delivery date shall be binding.
- 1.2 In the event of an anticipated delay, the Supplier shall notify the Client in writing without delay.
- 1.3 In the event of late delivery, the Client shall be entitled to:
 - terminate the agreement in whole or in part;
 - arrange for replacement delivery or remedial performance by third parties at the Supplier's expense;
 - claim compensation for damages.

2. Delivery, risk and documentation

- 2.1 Delivery shall be made DDP at the Client's location (Incoterms 2020), unless otherwise agreed in writing.
- 2.2 Risk shall transfer only upon acceptance of the goods by the Client. All required documentation, certificates, and test results shall form an integral part of the delivery.

3. Inspection and rejection

- 3.1 The Client shall at all times have the right to inspect delivered products or services.
- 3.2 Rejection shall obligate the Supplier to remedy or replace the defective products or services at no cost within a reasonable period.
- 3.3 If the Supplier fails to comply within a reasonable time, the Client shall be entitled to carry out, or have carried out, such remedy or replacement at the Supplier's expense.

4. Warranty

- 4.1 The Supplier warrants that the delivery shall be free from defects in materials, design, and workmanship, and shall comply with the agreed specifications and all applicable laws and regulations.
- 4.2 The warranty period shall be at least 12 months from commissioning, but in no event less than 18 months from delivery.
- 4.3 The warranty shall cover all associated costs, including transport, disassembly, reassembly, and testing.

5. Prices and payment

- 5.1 Prices are fixed, exclusive of VAT, and inclusive of packaging and transport.
- 5.2 Unless otherwise agreed, payment shall be made within 45 days of receipt of a correct invoice and approval of the delivery.
- 5.3 Invoices shall be submitted electronically and must include the purchase order number; missing information may justify suspension of payment.
- 5.4 The Client is entitled to set off any outstanding amounts against claims against the Supplier.

6. Liability and insurance

- 6.1 The Supplier shall be liable for all direct damages resulting from a failure to perform its obligations.
- 6.2 Liability for indirect damages is excluded, unless there is intent or gross negligence.
- 6.3 The Supplier shall indemnify the Client against third-party claims arising from errors or defects in the delivered goods or services.
- 6.4 The Supplier maintains adequate general liability insurance and shall, upon request, provide copies of the insurance policy and proof of premium payments.

7. Intellectual property and documentation

- 7.1 All materials, data, and documentation provided by the Client shall remain the property of the Client.
- 7.2 Any intellectual property rights arising during or as a result of the performance of the assignment shall vest in the Client, unless otherwise agreed in writing.
- 7.3 The Supplier warrants that the delivery does not infringe any third-party rights and shall indemnify the Client against any related claims.

8. Confidentiality

- 8.1 All information obtained by the Supplier in the course of the assignment shall be treated as confidential.
- 8.2 The Supplier shall use such information solely for the performance of the agreement. This obligation shall survive the termination or expiration of the agreement.

9. Force majeure

- 9.1 In the event of force majeure, the Supplier shall notify the Client immediately in writing.
- 9.2 In the event of a force majeure situation lasting longer than 14 days, the Client shall be entitled to terminate the agreement without any liability for damages.

10. Termination

The Client may terminate the agreement in whole or in part if:

- a. the Supplier fails to fulfil its obligations;
- b. suspension of payments, bankruptcy, or liquidation of the Supplier is filed for;
- c. the Supplier comes under the control of a third party that is a competitor of the Client.

11. Governing law and disputes

- 11.1 These terms and conditions shall be governed exclusively by Dutch law.
- 11.2 Disputes shall preferably be resolved through mutual consultation; if this is not successful, the dispute shall be submitted to the competent court in the district where the Client is established.

Terms and Conditions of the Metaalunie

1 January 2019

General Terms and Conditions issued by Koninklijke Metaalunie (the employers' organisation for small and medium-sized enterprises in the metal industry) referred to as TERMS AND CONDITIONS OF THE METAALUNIE, filed with the Registry of the Court of Rotterdam on 1 January 2019.
Publication of the Koninklijke Metaalunie, P.O. Box 2600, 3430 GA, Nieuwegein.

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Article 1: Scope of application

- 1.1. These Terms and Conditions apply to all offers made by a Metaalunie member, to all agreements that it enters into and to all agreements arising from this, all of which insofar as the Metaalunie member is the supplier or the contractor.
- 1.2. Metaalunie members who apply these Terms and Conditions are referred to as the Contractor. The other party is referred to as the Client.
- 1.3. In the event of conflicts between the agreement entered into by the Client and the Contractor and these Terms and Conditions, the provisions of the agreement will prevail.
- 1.4. These Terms and Conditions may only be applied by Metaalunie members.

Article 2: Offers

- 2.1. All offers are without obligation. The Contractor is entitled to revoke its offer up to two working days after it has received the acceptance.
- 2.2. If the Client provides the Contractor with information, the Contractor may assume that it is accurate and complete and will base its offer on this information.
- 2.3. The prices stated in the offer are denominated in euros, excluding VAT and other government levies or taxes. The prices do not include travel, accommodation, packaging, storage and transport costs, nor do they include costs for loading, unloading and cooperating with customs formalities.

Article 3: Confidentiality

- 3.1. All information provided to the Client by or on behalf of the Contractor, such as offers, designs, images, drawings and know-how, of whatever nature and in whatever form are confidential, and the Client will not use it for any purpose other than for the implementation of the agreement.
- 3.2. The Client will not disclose or reproduce the information referred to in paragraph 1 of this article.
- 3.3. If the Client infringes one of the obligations referred to in paragraphs 1 and 2 of this article, it will owe an immediately payable penalty of € 25,000 for each infringement. This penalty can be claimed in addition to compensation by virtue of the law.
- 3.4. The Client must return or destroy the information referred to in paragraph 1 of this article immediately on request, within a period set at the discretion of the Contractor. If this provision is infringed, the Client will owe the Contractor an immediately payable penalty of € 1,000 per day. This penalty can be claimed in addition to compensation by virtue of the law.

Article 4: Advice and information provided

- 4.1. The Client cannot derive any rights from advice and information provided by the Contractor that is not directly related to the contract.
- 4.2. If the Client provides the Contractor with information, the Contractor may assume that it is accurate and complete when implementing the agreement.
- 4.3. The Client indemnifies the Contractor against any third-party claims related to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of the Client. The Client will compensate the Contractor for all damage suffered by the Contractor, including all costs incurred for defence against these claims.

Article 5: Delivery time/implementation period

- 5.1. Delivery times or implementation periods specified are indicative.
- 5.2. The delivery time or implementation period only commences once an agreement has been reached on all commercial and technical details, once all the information, including final and approved drawings and the like, is in the possession of the Contractor, the agreed payment (or instalment) has been received, and the other conditions for the contract have been met.
- 5.3. If:
 - a. there are circumstances other than those known to the Contractor at the time it set the delivery period or implementation period, the delivery period or implementation period may be extended by the time the Contractor needs – taking into account its planning – to implement the contract under these circumstances;
 - b. there are contract extras, the delivery period or implementation period may be extended by the time the Contractor needs – taking into account its planning – to have the materials and parts delivered and to carry out the contract extras;
 - c. the Contractor suspends its obligations, the delivery period or implementation period may be extended by the time the Contractor needs – taking into account its planning – to implement the contract after the reason for the suspension no longer applies.

Unless the Client has evidence to the contrary, the duration of the extension of the delivery period or implementation period is presumed to be necessary and to be the result of a situation as referred to above in a to c.

- 5.4. The Client is obliged to pay all costs that the Contractor incurs or damages that the Contractor suffers as a result of a delay in the delivery or implementation period as stated in paragraph 3 of this article.
- 5.5. Under no circumstances does exceeding the agreed delivery or implementation period give the Client the right to compensation or to terminate the agreement. The Client indemnifies the Contractor against any third-party claims due to exceeding the delivery or implementation period.