

## 1. DEFINITIONS

The following definitions apply for the purposes of these General Terms and Conditions:

- supplier: Bosch Beton Verkoopmaatschappij B.V.
- client: the natural person or legal entity that places the order for the supply of the product or services, or requests an offer for this;
- products: all (concrete) products and/or accompanying services, including other accompanying products, that are offered by the supplier;
- the contract: the contract for the sale and purchase of products or the supply of a service realised between the supplier and the client.

## 2. APPLICATION OF GENERAL TERMS AND CONDITIONS

2.1 These terms and conditions apply to all offers that the supplier makes, to all contracts that it concludes and to all contracts that may result from these. This also applies if the supplier does not explicitly refer to these terms and conditions in relation to continual activities.

2.2 Deviations from or additions to these general terms and conditions are valid only in as far as they are agreed in writing.

2.3 In the event of conflicts between the contents of the contract concluded between the supplier and the client and these terms and conditions, the provisions of the written contract (the order confirmation) take precedence.

2.4 Any terms and conditions used by the client are excluded.

2.5 Other documents drawn up by the supplier, including catalogues, flyers, advertisements etc. have an informative and indicative value only.

## 3. OFFERS

3.1 Signed offers apply only for the term stated in these. If no term is stated, then the offer is valid for 30 days from the date of the offer.

3.2 The prices quoted in the offer are in principle based on 'ex works' delivery from the location of the factory at Grote Bosweg 1, 3771 LJ Barneveld, The Netherlands, in accordance with the Incoterms 2020. Prices are shown exclusive of VAT and packaging.

3.3 If the client does not accept the supplier's offer, the supplier has the right to charge the client all costs that it has incurred in order to make its offer for the client, in as far as this was agreed on in writing before or on the issue of the offer.

3.4 The client cannot derive any rights from advice and information that it receives from the client if these do not relate, or do not relate directly to the contract.

## 4. DRAWINGS AND CALCULATIONS

4.1 Drawings, technical descriptions and calculations produced by the supplier or by an external designer on its instructions remain the property of the supplier. The client may not make these available to or show these to a third party with a view to obtaining a similar offer or order, or to realise any benefit for itself and/or third parties. If no agreement is reached (on the basis of the offer) or no contract is concluded, these documents must be returned post-paid within 14 days of a request to that effect made at the latest within three months of the date of the offer. On violation of this provision, the client owes the supplier a penalty, payable on demand, of €1,000 per day, without prejudice to the right to claim compensation for any higher damages suffered. This penalty may be charged in addition to compensation for damage by virtue of law.

4.2 For custom drawings, technical descriptions, designs and calculations produced by the supplier or by an external designer for the supplier at the client's request, the principles provided by the client are leading. The engineering by the supplier is performed in accordance with CAT. 2 (drawing) or 3 (drawing & calculation) Kiwa criteria 73. In the case of an order, the client must sign and return the custom drawings and calculations separately. The products produced may be used only for the application described and calculated. No guarantees apply for different applications.

4.3 The client indemnifies the supplier against all third party claims relating to the use of advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the supplier.

4.4 Unless agreed otherwise in writing, the supplier retains the copyrights and all industrial and intellectual property rights to offers that it makes and to designs, images, drawings, (test) models, production and/or construction methods, software and the like that it provides.

4.5 The rights to the data referred to in paragraphs 1 and 3 of this Article remain the property of the supplier, regardless of whether the client is charged costs for their production. The client owes the supplier a penalty, payable on demand, of €25,000 per day for each violation of this provision, without prejudice to the right to claim compensation for any higher damages suffered. This penalty may be charged in addition to compensation for damage by virtue of law.

## 5. PRICES

5.1 Prices are quoted exclusive of VAT and other government levies and are based on the taxes, levies, wages, social insurance costs, the prices of materials and raw materials and other costs applying as at the date of the

written offer.

5.2 If unforeseen circumstances result in the need for the supplier to incur extra costs, the supplier will notify the client of these unforeseen circumstances in writing, as well as of the increase in costs that these unforeseen circumstances entail. The client shall notify the supplier in writing, within seven days of the receipt of that notice, of whether it wishes to cancel the contract or whether it accepts the extra costs. In the absence of a timely response, the client will be deemed to have accepted the extra costs.

5.3 The client is required to settle the additional costs arising through the cost-increasing circumstances referred to in paragraph 2 of this Article at one of the following times, at the discretion of the supplier:

- a. if the price increase or additional costs arise;
- b. together with the payment of the principal;
- c. with the next agreed payment instalment.

5.4 The cost-increasing circumstances referred to in paragraph 2 of this Article in any event include frost or abnormal water levels, delays in execution for which the client bears the risk, or incorrect orders by the client.

## 6. CONTRACTING OF THE AGREEMENT

6.1 The contract is realised through an order for the delivery of the product and/or service on the basis of the offer.

6.2 If the client places an order with the supplier that deviates from the offer made by the supplier, the client must notify the supplier of the deviation from the offer. An order that deviates from the offer is deemed to be a rejection of the original offer and leads to a contract between the parties in accordance with the deviating order only if the supplier accepts the deviating order in writing.

6.3 If the client places an order verbally, a written confirmation of the order from the supplier is deemed to present the content of the agreement correctly unless the client immediately notifies the supplier of its objections to this presentation of the content.

6.4 The provisions of the first three paragraphs of this Article apply in the event of changes or additions to the contract or of further agreements.

## 7. OBLIGATIONS OF THE CLIENT

7.1 The client is required to accept the products and/or services delivered.

7.2 The client shall ensure that the supplier has access to the necessary data for the production of the product in a timely manner, in accordance with its

instructions and will notify the supplier of the requirements it sets for the product in connection with the special function and/or the special use of the product in the relevant (construction) project, including government regulations of a special nature.

7.3 The client will provide for good planning of the (construction) project and is responsible for applying for and acquiring the necessary permits for the realisation of the (construction) project. The client bears the risk and expense of the consequences of the unavailability of, or non-compliance with permits and/or other government regulations. The client indemnifies the supplier against every form of liability in that regard.

7.4 Natural elements are used in the production of the concrete or other products, which may give rise to variations in colour, surfaces and/or structure, or result in other minor shortcomings. Without prejudice to the provisions of Article 9(1), these variations and/or deviations, which fall within the set standards, do not give the client the right to refuse or reject the products and/or to dissolve the contract, partially or in full.

If required, a colour sample for a clear reference framework can be provided in advance, for a fee.

7.5 The supplier will provide for the unloading and set-up of the products at the location, on the foundation prepared by the client, only at the client's request. The supplier's recommendations for the preparation of the foundation must be observed here. Further information of the preparation of a good sand bed is available in the step-by-step plan provided by the supplier for the preparation of the delivery.

7.6 If the client sets up and places the products with the aid of ancillary materials of the supplier, this must be performed in observance of the supplier's instructions for use and safety regulations. The client bears the risk of the use of ancillary materials of the supplier in full.

7.7 The client is required to notify the supplier of any defects that it observes on delivery within 24 hours of the delivery at the agreed location (not including weekends, public holidays and collective free days). The client also has an inspection obligation in that regard. The consequences of failure to comply with this inspection obligation, failure to detect defects that the client could reasonably have been expected to detect and/or failure to report any defects in a timely manner indemnifies the supplier against any form of liability, in addition to the provisions of Articles 13 and 14 of these terms and conditions.

7.8 The client may not invoke any defects in the supplier's products or services (including under a guarantee) if the client fails to submit a complaint to the supplier in writing within 14 days of the date on which

it detects the defect or could reasonably have been expected to have detected the defect.

## 8. OBLIGATIONS OF THE SUPPLIER

8.1 The supplier guarantees that the product or service is of good quality, is suitable for the purpose for which it is intended according to the contract and that it complies with the applicable standards, as well as the requirements set for the product in the contract.

8.2 The supplier provides information on the products it supplies and their permitted use.

## 9. LIABILITY OF THE CLIENT

9.1 The client bears responsibility for the constructions and working methods that it prescribes, or that are prescribed on its behalf for the (construction) project to be realised, for the orders and instructions that it issues or that are issued on its behalf and for the data that it provides or that are provided on its behalf.

9.2 The client bears the risk of, and in that regard, is liable for damage caused by building materials, materials or ancillary materials that it provides or prescribes, or that are provided or prescribed on its behalf and that prove (by their nature) to be unsuitable for the purpose for which they are intended according to the contract.

9.3 If the client fails to accept the product or service at the time set in observance of Article 11, the client is liable for any direct damage suffered by the supplier as a result (including reasonable compensation for storage, as also referred to in Article 11).

## 10. INSPECTION

The client has the right to inspect or to provide for the inspection of the product, or the way in which it is produced, at its own expense, in order to determine whether the product complies with what has been agreed. Unless agreed otherwise in writing, inspection takes place at the supplier's location at Grote Bosweg 1, 3771 LJ Barneveld (The Netherlands).

## 11. LEAD TIME

11.1 In order to determine the lead time, a fixed or approximate date and/or time is recorded in the contract.

11.2 If a delivery date and/or time is shown in the contract, delivery must take place on that date and at that time, with the proviso that the date and time are determined in accordance with the provisions of the following

paragraph. The supplier bases the determination of the time of delivery on the circumstances known to it at that time. The client is required to accept the agreed product or services at the agreed time. Delivery can be postponed on request in writing up to 10 days before the agreed delivery date. If the client does not do so in time, the supplier may charge the client for storage costs and any other demonstrable damage or reasonable costs. Products not collected or not collected in time will after 28 days be stored at the cost and risk of the client at a reasonable price.

11.3 If it has been agreed that delivery will take place on call, the client will call the delivery in a timely manner, at least 10 working days before the start of the time block, unless agreed otherwise in writing. When products are called, the parties will agree the date and time of delivery within the time block in more detail, or will agree another date and time of delivery, or a new time block for delivery. If the client fails to call the delivery on time, the supplier's obligations will be suspended until a new term for the delivery is agreed. The supplier will confirm the further agreements reached in this manner to the client in writing.

11.4 The period referred to in paragraph 3 of this Article commences only when agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings and the like are in the possession of the supplier, any agreed payments or instalments have been received and the necessary conditions for the delivery have been met.

11.5 The lead time and/or execution period may be extended or suspended in the following circumstances:

a. In the event of unforeseeable different circumstances, the supplier may extend the lead time and/or the execution period by the time that it needs to perform the order under those circumstances. If the work cannot be included in the supplier's schedule, it will be performed as soon as the schedule allows for this.

b. In the event of suspension of obligations by the supplier, the lead time and/or execution period will be extended by the duration of the suspension. If continuation of the work cannot be included in the supplier's schedule, the work will be performed as soon as the schedule allows for this.

c. In the event of weather in which work cannot take place, the lead time and/or execution term will be extended by the resulting delay.

11.6 The client is required to limit damage arising from non-compliance with the preceding paragraphs of this Article as far as possible.

## 12. DELIVERY

12.1 The delivery location and method are laid down in the contract. In the absence of other agreements, delivery takes place 'ex works' from the location of the factory at Grote Bosweg 1, 3771 LJ Barneveld, The Netherlands, in accordance with the Incoterms 2020. The risk of the goods is transferred at the time when the supplier makes these available to the client.

12.2 Regardless of the provisions of paragraph 1 of this Article, the supplier and the client may agree that the supplier will provide for the transportation. In that case, the risks of storage, loading, transportation and unloading are borne by the client. The client should insure itself against these risks.

12.3 The client must ensure that the means of transport can access the unloading bay easily via a site across which it can be driven easily, or across water, and that sufficient space is available for delivery.

12.4 Unloading by the client must take place with sufficient suitable personnel and equipment available, on the instructions of the transporter. At least one qualified employee of the client must be present during unloading, and must also be authorised to sign off the goods with the relevant delivery driver.

12.5 If the client performs the unloading work and the supplier has provided the client with ancillary materials for that purpose, the client is responsible for the correct use of the ancillary materials from the time at which they arrive at the site. Clamps made available must be used in accordance with the regulations applying for this and must be returned in the prescribed manner.

12.6 Unless otherwise agreed in writing, the client may take digital images of the delivered or placed goods and use these for commercial purposes or to record their condition on delivery.

## 13. LIABILITY OF THE SUPPLIER

13.1 Without prejudice to the provisions of the law and the following paragraphs, and subject to any claims derived by the client under applicable guarantees, the supplier is no longer liable for shortcomings of the product and/or the service after delivery.

13.2 The supplier is not liable (including not on the basis of any guarantees) if the products are used in contravention of the instructions for use or for purposes other than those for which they are intended.

13.3 The obligation to pay the client compensation for damage on any legal grounds whatsoever is limited to the damage against which the supplier is

insured by an insurance policy contracted by the supplier or on its behalf. However, in no case does the scope of this obligation exceed the amount paid out under that insurance policy in the relevant case.

13.4 If, for any reason whatsoever, the supplier does not invoke the limitation of paragraph 3 of this Article, the obligation to pay compensation for damage is limited to a maximum of 15% of the total contract sum (exclusive of VAT). If the contract consists of parts or part-deliveries, the obligation to pay compensation for damage is limited to a maximum of 15% (exclusive of VAT) of the contract sum or of that part or that part-delivery.

13.5 The following do not qualify for compensation:

- a. consequential loss. Consequential loss includes stagnation damage, loss of products, production losses, loss of profit, transport costs and travel and accommodation expenses. The client may insure itself against such damage if possible;
- b. damage to property in the care, custody or control of, but not owned by the insured. Damage to property in the care, custody or control of, but not owned by the insured includes damage caused by or during the performance of the work to goods on which work is taking place or to goods located in the vicinity of the location where the work takes place. If required, the client can insure itself against such damage.

## 14. GUARANTEE

The supplier guarantees that the products delivered have been produced in accordance with the standards applying on the production date and named in the product specifications. Unless explicitly agreed otherwise in writing, in the form of a guarantee certificate between the supplier and the client, no further guarantees will be provided for products and/or services. If a written guarantee is provided for the retaining walls, for example in the offer and/or order confirmation, this concerns a guarantee for breakage of the retaining walls which applies if the relevant use regulations have been observed and the retaining walls have been used and maintained correctly. Whether there is a final break in the retaining walls or only a tear in the concrete surface will be determined on the basis of the prescribed EN 1992-1-1 standards. Defects covered by the guarantee will be corrected by repair or replacement of the defective product, at the supplier's discretion. All costs exceeding the sole obligation described in the preceding sentence, including but not limited to transport costs, travel and accommodation expenses and costs of assembly and disassembly are borne by the client. For example, the guarantee is excluded for defects resulting from normal wear and tear, injudicious use, failure to perform maintenance or incorrectly

performed maintenance. The supplier is required to execute a guarantee only if the client has complied with all of its obligations.

## 15. SURETY

15.1 Regardless of the agreed payment terms, the client is required to provide surety for payment regarded as adequate by the supplier, at the supplier's earliest request. If the client fails to do so within the set term, the client is immediately in default. In that case, the supplier has the right to dissolve the contract and to recover damages from the client.

15.2 The supplier remains the owner of the products delivered for as long as the client:

- a. fails or will fail to comply with its obligations pursuant to this or other contracts;
- b. fails to pay receivables arising from non-compliance with the contracts referred to above, such as damage, penalties, interest and costs.

15.3 For as long as delivered products are subject to a reservation of ownership, the client may not encumber or dispose of these outside its normal business operations.

15.4 After the supplier has invoked its reservation of ownership, it may recover the delivered products. The client shall provide full assistance for this.

15.5 The supplier has a right of pledge and a right of retention to all goods that are or shall be in its possession and to all its current or future receivables from the client in relation to any party that requires their surrender.

15.6 If the client has complied with its obligations after the supplier has delivered the products to it in accordance with the contract, the reservation of ownership is restored in relation to those products if the client fails to comply with its obligations pursuant to a contract concluded at a later date.

## 16. PAYMENT

16.1 If no other term is agreed in the contract, the client is required to pay invoices within 30 days of the invoice date. Regardless of the payment method, payments are deemed to have been made when the amount due is irrevocably credited to the notified bank account of the supplier.

16.2 If the payment term is exceeded, the supplier has the right to charge contractual delay interest of 1.5% per month or part of a month, or at least interest at the statutory commercial rate.

16.3 If the client has not yet paid on the due date of an invoice, the supplier has the right to suspend compliance with the delivery obligation until such

time as that amount is paid. Under no conditions whatsoever, do rights of suspension accrue to the client.

16.4 The supplier is authorised to settle its debts to the client with its receivables from the client. No rights of settlement accrue to the client.

16.5 The client must submit complaints concerning invoices to the supplier within the payment term, on pain of the lapse of all rights. If the payment term is longer than 30 days, the client must submit complaints in writing within 30 days of the invoice date.

16.6 If a court finds in favour of the supplier in legal proceedings, all costs that the supplier has incurred in relation to those proceedings will be borne by the client.

## 17. DEFAULT OF A PARTY

17.1 If the client is negligent and fails to comply with its obligations, the supplier has the right to dissolve the contract, without prejudice to its right to compliance and/or compensation for damage.

17.2 Without prejudice to the legal provisions, the client is deemed to be in default by virtue of law if:

- a. it is declared insolvent;
- b. it applies for a moratorium on payments;
- c. it discontinues its business operations;
- d. a third party imposes any garnishment on it, unless this is withdrawn within a month, for surety or otherwise.

17.3 In a case as referred to in the preceding paragraph, the supplier has the right, in the cases referred to in sub-paragraphs a, b and c, to dissolve the contract in writing with immediate effect, without notice of default or the intervention of a court, and in the case referred to in sub-paragraph d, only if the garnishment justifies the dissolution.

17.4 If the supplier takes collection measures, the client owes the out-of-court collection costs referred to in Article 6:96 of the Dutch Civil Code.

17.3 If the client wishes to terminate the contract when there is no shortcoming on the part of the supplier and the supplier consents to this, the contract will be terminated by mutual consent. In that case, the supplier has a right to compensation for all material loss, such as loss, loss of profit and costs incurred. A sum of 15% of the total order amount (exclusive of VAT) will in any event be due for cancellation costs, without prejudice to the right to claim for any higher damages suffered. This penalty may be charged in addition to compensation for damage by virtue of law.

## 18. FORCE MAJEURE

18.1 Shortcomings in compliance with the supplier's obligations are not attributed to the supplier if they are the result of force majeure. 'Force majeure' includes circumstances in which third parties deployed by the supplier, such as transporters, suppliers, sub-contractors or other parties on which the supplier may be dependent fail to comply with their obligations, or fail to do so in time, weather conditions, cybercrime, failures in the digital or other infrastructure, pandemics, road blocks, strikes, interruptions to imports or trade, etc.

18.2 The supplier has the right to suspend compliance with its obligations if it is temporarily prevented from doing so due to force majeure. If the situation of force majeure has ended, the supplier will comply with its obligations as soon as its schedule allows for this.

18.3 In the event of a situation of force majeure in which compliance is or becomes permanently impossible, or if the temporary situation of force majeure has lasted for more than six months, the supplier is authorised to dissolve the contract with immediate effect, partially or in full. In such cases, the client is authorised to dissolve the contract with immediate effect, but only in respect of the part of the obligations that the supplier has not yet met at that time.

18.4 The parties have no right to compensation from the AKS for damage suffered or to be suffered as a result of the force majeure, suspension or dissolution, within the meaning of this Article.

18.5 The parties hereby agree that the coronavirus pandemic qualifies as a situation of force majeure.

## 19. APPLICABLE LAW AND COMPETENT COURT

19.1 The contract and all contracts arising from it are governed by Dutch law.

19.2 Any disputes arising from the contract or from contracts resulting from it between the parties shall be adjudicated by the District Court of Gelderland, with the proviso that the supplier reserves the right to file the case with another competent court.