

# General Terms and Conditions Almotion b.v.

## Article 1 Definitions

- **General Terms and Conditions:** the present General Terms and Conditions of Almotion.
- **Almotion:** the private limited company Almotion B.V. registered with the Chamber of Commerce under number 09114908.
- **Day:** calendar day.
- **Buyer:** the party that has entered into an agreement with Almotion. Under Buyer is understood both the natural person who does not act in the exercise of a profession or business (consumer) as the natural person/legal entity who acts in the exercise of a business.
- **Quotation:** a written or electronic offer from Almotion to Buyer.
- **Agreement:** the agreement between Buyer and Almotion as evidenced by an accord.
- **Product:** goods to be delivered by Almotion to Buyer.

## Article 2 Validity and Publication

1. These General Terms and Conditions apply to every Quotation and Agreement that is entered into between Almotion and Buyer.
2. The General Terms and Conditions used by Buyer do not apply to the Agreement and are expressly rejected by Almotion.
3. These conditions also apply to Agreements with Almotion for which Almotion makes use of third parties for the execution of the Agreement.
4. In case of conflict or incompatibility between what is stipulated in the Agreement and the General Terms and Conditions, what is stipulated in the Agreement prevails.

## Article 3 Quotation and Conclusion of Agreement

5. All Quotations have, unless otherwise agreed, a validity period of 14 days, calculated from the date stated on the quotation.
6. If the quotation is based on data and measurements provided by Buyer, Almotion is entitled to adjust the prices in the Quotation and/or Agreement if these data are incorrect.
7. The offer made by Almotion, as well as the drawings, calculations, software, descriptions, models, tools, etc. prepared or provided by her, remain her property, even if costs have been charged for them. The intellectual property on the information

contained in or underlying the manufacturing and construction methods, products, etc. remains exclusively reserved to Almotion, even if costs have been charged for them. Buyer represents that such information, except for the execution of the agreement, is not copied, shown to third parties, disclosed or used without written consent of Almotion.

8. Almotion reserves the right to outsource work to third parties.
9. The Agreement is concluded by the execution of the Agreement by both parties or by the commencement of the actual performance of the Agreement by Almotion. It is up to the parties to determine this.
10. Modification of the Agreement can only take place with explicit consent of Almotion.

#### **Article 4 Designs, Samples and Products**

11. The designs, drawings, images, samples, materials and models provided by Almotion remain Almotion's property.
12. If Almotion has shown or provided a sample, material or model, this is presumed to have been shown or provided only as an indication: the quality of goods to be delivered may differ from the sample, material, model or example. Buyer cannot derive any rights from this.

#### **Article 5 Prices, Payments and Conditions**

13. Prices in Quotations and Agreements are in Euros and exclude VAT, unless expressly stated otherwise in the Quotation or Agreement.
14. Buyer is, unless otherwise agreed in the Agreement, obliged to pay the entire agreed amount at the latest:
  - within 30 days after delivery of the Product provided that the credit insurance has approved;
  - before delivery of the Product if the credit insurance has not approved.
15. If Buyer fails to pay within the periods set out in the previous paragraph (or contained in the Agreement), Buyer is immediately in default without further notice and is liable to pay interest of 2% per month from the due date until payment of the entire invoice, unless the statutory commercial interest rate is higher in which case the statutory commercial interest rate applies.
16. For Buyer who acts in the exercise of a profession or business, all (extrajudicial) costs of any kind that Almotion must make as a result of Buyer's failure or late performance of its (payment) obligations are also charged to Buyer. Extrajudicial collection costs for claims up to €25,000 are calculated at 15% of the outstanding amount with a minimum of €75. For all claims exceeding €25,000, the statutory rules regarding the Act on the

Regulation of Extrajudicial Collection Costs and the associated Decree apply. Buyer owes statutory commercial interest on the collection costs incurred.

17. If Almotion has incurred higher collection costs than those mentioned in Article 5.4, Buyer is liable to Almotion for the actual costs incurred.
18. Almotion is entitled to suspend the performance of the Services, either interim or not, and/or terminate the Agreement or demand security if Buyer has not paid in full and timely as required by Article 5.3.
19. A payment by Buyer first serves to pay off accrued interest and subsequently to pay off extrajudicial costs charged to the claim. Thereafter payments reduce the principal amount.
20. An appeal to warranty or failure in the performance of the Agreement does not relieve Buyer of his payment obligations to Almotion.
21. If there is a substantial deterioration in the financial position of Buyer after the conclusion of the Agreement but before delivery of the goods, Almotion is entitled to forgo full or partial further performance of the Agreement/cancel it without any obligation on her part to pay any compensation or indemnification. Almotion's claims against Buyer are immediately due in that case.

The full price shall be entirely and immediately due without prior notice in the following cases:

- if Buyer is declared bankrupt,
- if he requests suspension of payment, or if an application for his placement under guardianship has been made.
- any attachment of movable and/or immovable property, claims or other assets of Buyer is made.
- upon death of Buyer.

## **Article 6 Reservation of Title**

22. As long as full payment of any partial or final invoice, including possible interest on arrears and extrajudicial costs, has not been made, delivered materials remain the property of Almotion.
23. Buyer is not entitled to pledge the Products of Almotion or establish any other security right thereon as long as full ownership has not transferred to Buyer.
24. Buyer is required to present itself externally during the retention of title as the holder of the Product and to conduct itself with respect to the Product as a prudent person.
25. Buyer undertakes at all times to mark the Products delivered under reservation of title as the property of Almotion and to cooperate with all reasonable measures that Almotion wishes to take to protect its property rights with respect to the Products.

## **Article 7 Rights and Obligations**

26. Almotion is not liable for defects that arise from or to the Products delivered by Almotion if Buyer has made modifications to the product without Almotion's approval.
27. Almotion supplies components for machine building as an unfinished machine. The components never work entirely independently and are intended for application in machine building. Almotion is therefore not liable for incorrect application/installation of the components.
28. If it is agreed that Buyer inspects or inspects the goods at Almotion's location or at Buyer's location or elsewhere and he has not made use of this right within 10 working days after he has been notified of the opportunity to do so or has been given the opportunity, the goods are deemed to be definitively and unconditionally accepted by the buyer.
29. The costs of inspection or inspection are borne by the buyer.

## **Article 8 Complaints**

30. Unless written agreement is otherwise reached, Almotion does not accept complaints about delivered used goods and Almotion is not liable in this regard for any reason whatsoever. Provisions 2 and 3 of this article therefore relate exclusively to new goods.
31. Notwithstanding the provisions of Article 13, Almotion is not obliged to process complaints that have not been submitted to him in writing within 14 days after the date of his invoice, or within 8 days after receipt of the goods, or if the buyer could only reasonably discover the defect later, within eight days after discovery of the defect.
32. A complaint concerning delivered goods cannot affect the rights and obligations of the parties with regard to previously delivered goods and still to be delivered goods, even if those goods have been or will be delivered in execution of the same agreement.

## **Article 9 Unattributable Failures in Performance**

33. Any circumstance beyond Almotion's control that prevents or hinders the normal performance of the agreement shall be considered an unattributable failure in performance, and insofar as not already included: water damage, pandemics, fire or strikes at Almotion and/or her suppliers, lack of, or delayed or limited supply of necessary or ordered raw materials, auxiliary materials, materials, fuels or parts, disruptions related to technical installations and/or machines to be used by Almotion in the work, whether or not belonging to its property, the supply of energy or water.
34. In case of unattributable failure in performance, Buyer must give Almotion a period of one month after the agreed delivery date to perform the agreement. If the unattributable failure in performance continues and performance of the agreement is also not possible after one month, both parties have the right to terminate the

agreement. They must notify the other party of this in writing. In that case, they are not obliged to pay any compensation.

## **Article 10 Delivery Time and Transport**

35. The agreed delivery time is an indication and does not constitute a fatal term, unless expressly otherwise agreed. If Buyer becomes aware of circumstances that hinder the originally agreed planning, this must be reported to Almotion in writing as soon as possible.
36. If the agreed delivery time is exceeded, Buyer must set Almotion a reasonable additional deadline for delivery by registered letter.
37. Exceeding the agreed delivery time does not give the buyer the right to cancel the order or refuse receipt or payment of the goods, nor does it oblige Almotion to any compensation to the buyer, nor to delivery from stock if purchased on import from factory.
38. Almotion has the right to store ready-made Products, which due to causes beyond its control cannot be transported to the place of destination, for the account and risk of Buyer and to demand payment as if delivery had taken place.
39. Almotion delivers ex works to Buyer. The risk of damage, loss and/or delay in shipment lies entirely with Buyer. Almotion can never be held liable for damage, loss and/or delay during or as a result of shipment/transport.
40. With regard to goods manufactured abroad, Almotion reserves the right to arrange customs clearance to the exclusion of the Buyer.
41. Unless Buyer timely requests Almotion to have the Products insured during transport at his expense, the goods travel uninsured.
42. Unless otherwise agreed, export and import duties, seal stations and customs clearance costs, taxes, etc. are borne by Buyer.
43. If Buyer does not take receipt of the Product on the agreed delivery date or this cannot otherwise be delivered due to circumstances attributable to Buyer, the resulting costs of return shipment and/or storage are borne by Buyer.

## **Article 11 Cancellation**

In case of unilateral cancellation by Buyer, Buyer owes compensation of at least 50% of what Buyer would have had to pay upon performance of the agreement. If Almotion's actual damage exceeds 30%, Buyer is obliged to compensate for the actual damage.

## Article 12 Rates

44. Obvious or obvious errors in the statement of prices or rates can be corrected by Almotion even after the conclusion of the agreement. Any additional costs will be communicated to Buyer in writing.
45. Costs for estimates, plans, designs, images, drawings, etc. are not charged by Almotion if an order is placed on the basis thereof. In the event that no order is placed, Almotion is entitled to charge the costs of making estimates, plans, designs, images, drawings, etc.
46. The selling price mentioned by Almotion is based on its purchasing price and other cost factors. If any of these cost components are increased after confirmation of the order but before delivery of the goods, Almotion has the right to pass on these increases to Buyer.
47. Notwithstanding the general applicability of this clause, it applies in particular to a change in import or export duties or other rights or taxes occurring after sending the order confirmation, and to changes in the exchange rate of the euro against the foreign currency in which Almotion has purchased the goods.

## Article 13 Warranty and Liability

48. Almotion warrants that the products comply with the Agreement, the specifications mentioned in the offer, with the reasonable requirements of soundness and/or usability and the legal provisions and/or regulations applicable on the date of the conclusion of the agreement for normal use.
49. Almotion provides a 6-month warranty on the Product under normal use of the Product based on a machine usage of no more than 40 hours per week. If the machine is used for more than 40 hours per week, the warranty is shortened by the percentage of exceeding these 40 hours per week. Defects arising from influences of other parts/forces from the machine, contamination and/or other defects over which Almotion has no or could have had no influence are excluded from the warranty.
50. The warranty commences on the date of delivery of the Product. If Buyer modifies the Product without Almotion's permission or puts it to a different purpose than previously discussed, the warranty expires.
51. To claim warranty coverage, Buyer must, under penalty of forfeiture of any claim, lodge a written complaint with Almotion within 2 weeks after becoming aware of the defect or within 2 weeks of when Buyer could have become aware of the defect.
52. Any warranty right expires if:
  - The delivered item is used improperly or Buyer, without Almotion's permission, has third parties perform work on the delivered item;
  - Buyer fails to properly or timely perform any obligation arising from the underlying agreement for him towards Almotion;
  - Damage has been caused by improper installation of the Product in a machine;
  - Damage has been caused by chemical attack, poor maintenance, etc.;

- Damage is caused by actions of persons/companies other than Almotion;
  - Damage has been caused by animals, vandalism, theft and molestation;
53. If it is established that a complaint/damage is unfounded, the associated costs, including investigation costs, are borne by Buyer.
  54. Maintenance and repairs may only be performed on Almotion's instructions/by Almotion to preserve warranties.
  55. Almotion provides only non-binding advice on the Products to be supplied by her on the basis of the information provided by Buyer, but is expressly not an engineer or machine builder. The responsibility for correct technical application always rests with Buyer and must be verified by Buyer. Almotion has no responsibility in this regard. Almotion is therefore never liable for unsuitable/incorrect advice on the technical application/operation of the components in machines and the associated consequences or wear.
  56. Almotion is never liable for any damage whatsoever arising from Almotion being based on incorrect and/or incomplete data provided by or on behalf of Buyer.
  57. Almotion's liability for indirect damage, consequential damage, lost profits, missed savings, reduced goodwill, damage due to business stoppage and damage as a result of claims from Buyer's customers is excluded.
  58. Almotion's liability for attributable failure in the performance of its obligations under the Agreement or on any other grounds is limited to compensation of a maximum of the purchase price of the amounts mentioned in the Agreement of the relevant Product. In no case shall Almotion's total liability exceed the amount reimbursed by Almotion's insurer.
  59. In case of any claim by third parties against Almotion arising out of or in connection with the (untimely or incorrect) delivery or operation of a good, the limitation of Almotion's liability as described in paragraphs 9 and 10 shall apply equally. Buyer indemnifies Almotion from any further liability towards such third party(ies).
  60. Upon delivery in the event of resale of goods produced or supplied by others than Almotion, the warranty applies as used by Almotion's supplier. Almotion will in this case submit the goods for evaluation to the supplier and offer the warranty provided by the supplier in the same form to Buyer. Buyer can never demand a better or higher warranty from Almotion.

## **Article 14 Force Majeure**

61. Almotion is not obliged to perform any obligation under the Agreement which is prevented by force majeure. Force majeure includes, among other things: (i) force majeure of Almotion's suppliers, (ii) the failure to properly perform obligations of suppliers prescribed to Almotion by Buyer, (iii) government measures, (iv) war, (v) strikes and sit-ins, (vi) general transport problems, (vii) unavailability of utilities.

62. If this stagnation or hindrance has lasted longer than thirty days or if it is established that it is of a permanent nature, both parties have the right to terminate the agreement, provided this is done in writing, to the extent that it concerns the not yet delivered or performed part. What has already been delivered or executed upon termination must then be paid immediately.

### **Article 15 Processing of Personal Data**

63. Almotion processes the personal data provided by Buyer in accordance with the GDPR.

64. Buyer/data subject is entitled to request information about the processed data. This will be provided promptly. Almotion will inform Buyer/data subject as soon as possible in the event of a breach (data breach) or if there are other circumstances concerning personal data of Buyer.

65. Buyer guarantees that the data subjects whose personal data is provided have been informed about the processing of their data by Almotion.

66. When a third party processes personal data from and/or on behalf of Almotion when performing work, Almotion will conclude a processing agreement with this third party. Almotion's privacy statement also applies to this processor.

### **Article 16 Applicable Law and Disputes**

67. Dutch law exclusively applies to this agreement and all legal relationships arising from it, even if a commitment is performed wholly or partly abroad or if the party involved in the legal relationship is resident there.

68. The parties shall first attempt to resolve their disputes arising from or relating to this agreement with each other and shall make every effort to do so.