



## General terms and conditions of sale and delivery of ZORGE Industrie B.V.

### Article 1 Applicability

1.1 These terms and conditions apply to all offers and agreements whereby Zorge Industrie B.V. supplies goods and/or services of any nature and under any name to customers.

1.2 In these terms and conditions, 'principal' or 'customer' means any third party who enters into or wishes to enter into an agreement with Zorge Industrie B.V. An agreement is understood to mean the agreement between Zorge Industrie B.V. and the customer.

1.3 Zorge Industrie B.V. expressly rejects the applicability of the principal's (purchase) terms and conditions.

1.4 If any provision in these terms and conditions is null and void or annulled, the other provisions of these terms and conditions will remain in full force and effect.

1.5 Deviations from and additions to these general terms and conditions are only valid if they have been agreed in writing between the parties.

### Article 2 Offers / Order

2.1 All offers made by Zorge Industrie B.V. are non-binding, unless expressly agreed otherwise. Offers are based on any data, drawings etc. provided by the principal at the time of the request. Zorge Industrie B.V. may assume the accuracy of this information.

2.2 An order is created by Zorge Industrie B.V. either accepting it in writing or by email, by the customer accepting an order confirmation or by Zorge Industrie B.V. actually executing an order without the customer immediately protesting against this.

2.3 The customer guarantees that the persons who actually communicate with Zorge Industrie B.V. on its behalf have a mandate to make binding agreements. Zorge Industrie B.V. can only be represented by its management on condition that orders on behalf of Zorge Industrie B.V. must be accepted or given in writing.

2.4 Zorge Industrie B.V. has the right, if it is not given the order for the work to be carried out, to charge the principal for all costs that it has had to incur in order to be able to make its offer.

2.5 The data referred to on drawings, dimensional and weight specifications etc. are only binding if and insofar as they are explicitly included in an agreement signed by the parties or an order confirmation signed by the customer.

2.6 The prices stated apply to delivery ex works, factory or warehouse, excluding turnover tax. The contents of leaflets, printed matter etc. are not binding on Zorge Industrie B.V. unless explicitly referred to in the agreement.

2.7 If the acceptance (whether or not on minor points) deviates from the offer, it is not binding upon Zorge Industrie B.V. The agreement will then not be concluded in accordance with this deviating acceptance, unless Zorge Industrie B.V. explicitly indicates this.

### Article 3 Agreement

3.1 If the agreement is entered into in writing, it will be concluded on the day on which the agreement is signed by Zorge Industrie B.V.

3.2 Additional work is considered to be anything supplied or introduced by Zorge Industrie B.V. in consultation with the customer, whether or not in writing, during the execution of the agreement in excess of that expressly stated in the agreement or the order confirmation, or activities performed by Zorge Industrie B.V. in excess of the activities expressly stated in the agreement or the order confirmation.

3.3 Cancellation of an agreement by the customer is only possible if this takes place in writing with the consent of Zorge Industrie B.V. The financial obligations of Zorge Industrie B.V. towards third parties in connection with the cancelled agreement, which must be fulfilled by Zorge Industrie B.V., including purchased or ordered materials, will be invoiced in full to the customer and will be reimbursed by the customer. In addition, in the event of cancellation of an agreement, compensation amounting to 50% of the agreed price will be payable to Zorge Industrie B.V. by the customer.

3.4 The parties exclude dissolution of the agreement.

### Article 4 Price

4.1 All prices and/or rates are always denominated in euros and are exclusive of turnover tax unless explicitly stated otherwise. Unless explicitly agreed otherwise, all levies and/or taxes or additional costs (such as shipping and transport costs, postage costs) are for the account of the customer.

4.2 If and insofar as the period between the date of the order and the deliveries exceeds a period of three months, Zorge Industrie B.V. has the right, should there be an increase in raw material prices, energy costs, freight rates, exchange rates, import and export duties, national and international taxes and/or other levies, salaries and social security contributions pursuant to general or collective measures, thus all costs beyond the control of Zorge Industrie B.V., to adjust the quoted prices proportionally, taking into account any existing statutory regulations, to the extent that these exceed 2%.

4.3 Additional work will be charged at the usual rate, for which the most recently charged rate is indicative.

4.4 Zorge Industrie B.V. is not liable for errors in drawings, designs, illustrations, calculations, dimensions, weights or quality specifications insofar as provided by the customer.

4.5 Tools, dies, moulds and CAD / CAM files are the property of Zorge Industrie B.V., unless otherwise agreed.

4.6 Zorge Industrie B.V. is never liable for any damage caused by deviations from the models for whatever reason.

### Article 5 Delivery, Transport and Transfer of Risk

5.1 The specified delivery times will only commence after an order has been confirmed in writing by Zorge Industrie B.V. and all the information necessary for the execution of the order has been received from the

principal. If Zorge Industrie B.V. needs data or tools for the execution of the agreement that must be provided by the customer or by third parties, the delivery time will commence on the day that all the necessary data or tools are in the possession of Zorge Industrie B.V., but no earlier than the date on which the agreement is entered into.

5.2 The delivery periods agreed with the principal are always approximate and are never to be regarded as deadlines. Zorge Industrie B.V. is at all times entitled to deliver in parts.

5.3 The delivery time is determined in the expectation that Zorge Industrie B.V. will be able to continue working as anticipated at the time the offer was made and the necessary materials will be delivered to it on time.

5.4 If the delivery time is exceeded, the customer is not entitled to any compensation.

5.5 If, after the expiry of the delivery period, the goods have not been collected by the principal or cannot be fitted to the work, the goods will be at the principal's disposal and will be stored at the principal's expense and risk.

5.6 Products are always delivered including packaging and ex works, unless explicitly agreed otherwise. The costs of deliveries by express or courier, at the request of the principal, are entirely for the account of that principal.

5.7 The risk of loss and/or damage during transport is transferred to the principal as soon as the goods have left Zorge Industrie B.V.'s factory. Delivery of goods is always at the expense and risk of the principal.

## **Article 6 Complaints and inspection**

6.1 The principal must check the delivered goods for defects and can no longer invoke any defect in the performance if it does not lodge a written protest with Zorge Industrie B.V. in this regard within a reasonable period of time after the defect has been or reasonably could have been discovered.

6.2 A reasonable period of time is understood to mean within eight days of delivery of a work or a good, or in the event that it has not yet been delivered, eight days after the principal has discovered a defect, such that it must inform Zorge Industrie B.V. in writing of what the defect is and when and how it was discovered.

6.3 Where appropriate, the parties may agree on a sampling cycle. According to an acceptance protocol, it is determined whether the products meet the agreed specifications. After acceptance, the products are considered to be approved.

6.4 In the event of insignificant shortcomings, in particular those which do not or hardly affect the foreseeable use of the product, the product will be deemed to have been accepted irrespective of these shortcomings.

6.5 The principal loses all the rights and powers that were available to it as a result of a defect if it fails to lodge a complaint within the aforementioned time limits and/or if it does not give Zorge Industrie B.V. the opportunity to rectify the defect.

6.6 Unpaid and unannounced returns will be refused.

6.7 Without prejudice to the obligation of Zorge Industrie B.V. to fulfil its warranty obligations, the acceptance in accordance with the preceding paragraphs will exclude any claim by the customer in respect of a shortcoming in performance by Zorge Industrie B.V.

## Article 7 Guarantee

7.1 With due observance of the restrictions that may result from an agreement concluded with the principal or arising from the law, Zorge Industrie B.V. guarantees, for one (1) year after delivery (ex-works), both the reliability of the goods it supplies and the quality of the materials used and/or supplied for them, in such manner that all defects in the goods supplied, which the principal proves to have arisen within a reasonable period of time after delivery, such depending on the purpose of use, solely or predominantly as a direct result of defective workmanship or use of bad materials, will be repaired, redelivered or reimbursed by Zorge Industrie B.V.

7.2 The alleged failure of Zorge Industrie B.V. to fulfil its warranty obligations does not relieve the principal of any obligations that may arise for it from the present or any other agreements concluded with Zorge Industrie B.V.

7.3 The principal must at all times give Zorge Industrie B.V. the opportunity to repair any defects. Defects caused by normal wear and tear, injudicious treatment or injudicious or incorrect maintenance or those that occur after modification or repair by or on behalf of the principal itself or by third parties remain outside the scope of the guarantee. The guarantee only applies if the principal has fulfilled all its obligations towards Zorge Industrie B.V. (both financial and otherwise).

7.4 If Zorge Industrie B.V. has purchased parts from third parties, Zorge Industrie B.V. is only obliged to provide a guarantee if and insofar as that third party has provided a guarantee to Zorge Industrie B.V.. Zorge Industrie B.V. will under no circumstance be obliged to do more than by virtue of this article.

7.5 Minor deviations, customary in the sector or technically unavoidable, and differences in the colour or finish do not constitute grounds for submitting a complaint.

## Article 8 Liability

8.1 Zorge Industrie B.V. is only liable for damage suffered by the principal, which is the direct and exclusive result of gross negligence on the part of Zorge Industrie B.V., on the understanding that only damage for which Zorge Industrie B.V. is insured, or for which Zorge Industrie B.V. should reasonably have been insured, in view of current industry practice, is eligible for compensation. The following limitations must be taken into account in this respect:

a. Indirect damage, consequential damage, loss of business (business interruption, expenses, loss of income, etc.), loss of production, loss of turnover and/or loss of profit regardless of its cause will not be eligible for compensation. Damage resulting from liability towards third parties is excluded. The principal must take out insurance against such damage, if so desired.

b. Zorge Industrie B.V. is not liable for damage (of any kind) caused by or during the execution of the work or the assembly of the delivered goods to goods on which work is being carried out or to goods, including supplied materials / moulds / tools / measuring equipment and the like, which are located in the vicinity of the place of work. The principal must take out insurance against such damage, if so desired.

c. Zorge Industrie B.V. is not liable for damage caused by any of the auxiliary persons referred to in the offer.

d. The damage to be compensated by Zorge Industrie B.V. is at all times limited to the value of the goods concerned.

8.2 The principal will indemnify and hold Zorge Industrie B.V. harmless in respect of all claims for compensation from third parties, for which the liability of Zorge Industrie B.V. is excluded in these terms and conditions in relation to the principal.

8.3 The principal will also expressly indemnify Zorge Industrie B.V. against any claim for compensation from third parties against Zorge Industrie B.V. in respect of drawings, samples, models supplied by the principal or in respect of the use of model plates or other items or data.

8.4 Zorge Industrie B.V. is not obliged to fulfil any obligation and is not liable for not or not fully performing the agreed activities if this is the result of force majeure. Force majeure is in this respect understood to mean any circumstance, both foreseen and unforeseen, as a result of which the observance of the agreement can no longer reasonably be demanded by the principal, including strikes, lockouts, fire, machine breakdowns and other business interruptions, either in its own company or in that of its suppliers, transport disruption and other events beyond its control, such as war, uprising, terrorist attacks, epidemics, floods, storms, devaluation and inflation, as well as sudden increases in the prices of raw materials, energy costs, import duties and excise duties and/or taxes, including foreign and supranational levies, involving the Netherlands, Hungary or another country from which Zorge Industrie B.V. had wanted to procure the material necessary for the delivery, as well as delayed delivery by its suppliers.

#### **Article 9 Tool costs and Models**

9.1 If Zorge Industrie B.V. produces articles at the request of the principal, which it has not yet produced or has not produced in that design, it is entitled to produce these articles for third parties, unless explicitly agreed otherwise with the principal.

In the event that the parties agree that these articles are not made for third parties, this agreement will lapse at the moment that either the principal has these articles made elsewhere or that another manufacturer produces similar articles for another principal.

9.2 Tools, dies, moulds and CAD / CAM files made by Zorge Industrie B.V. or on its behalf by third parties for the manufacture of products are and remain its property, even if Zorge Industrie B.V. has received a contribution towards the costs thereof from the principal.

9.3 Zorge Industrie B.V. is entitled to use tools etc. as referred to in paragraph 2 for the benefit of orders from third parties, if the principal has the relevant items produced by other manufacturers as well.

9.4 If tools etc., as referred to in paragraph 2, need to be adapted or replaced, the applicable price at that time will be charged to the principal.

9.5 If no new products are ordered by the principal and produced by Zorge Industrie B.V. for a period of three years after the last delivery (ex works) of a specific product to the principal (including tools, moulds, articles, spare

parts, etc.), Zorge Industrie B.V. has the right to destroy the product(s) in question or the stock of the product referred to in paragraph 2. The principal acknowledges and accepts that after the period of three years as referred to in this article, it can no longer derive any rights from that product.

9.6 The principal guarantees that no information concerning the production and/or construction methods used by Zorge Industrie B.V. will be copied, shown to third parties, disclosed or used without its express permission.

9.7 Drawings and/or designs provided by Zorge Industrie B.V. must be returned by the principal to Zorge Industrie B.V. upon first request after use, under penalty of a fine of €5,000 for each infringement and €1,000 for each day that the infringement continues, without prejudice to Zorge Industrie B.V.'s right to performance or full compensation.

## **Article 10 Payment**

10.1 Payment must be made at the office of Zorge Industrie B.V. or to an account designated by it.

10.2 Unless otherwise agreed, payment must be made no later than 30 days after the invoice date. Zorge Industrie B.V. has the right to demand full or partial payment in advance or to cash on delivery.

10.3 Zorge Industrie B.V. has the right to suspend the activities if the principal fails to fulfil its payment obligations, even if a fixed delivery period has been agreed.

10.4 The principal acknowledges and accepts that Zorge Industrie B.V. is entitled to invoice as of the date of delivery ex works.

10.5 The regulations of any authority whatsoever that prevent the use of the goods to be delivered or already delivered do not change the applicable obligation of the principal.

10.6 The right of the principal to set off any claims it may have against Zorge Industrie B.V. is expressly excluded, unless specifically named items have been agreed upon in advance in writing.

10.7 The entire purchase price or the entire invoice amount is in any case immediately due and payable in the event of non-punctual payment of the agreed instalment on the due date, if the principal is in a state of bankruptcy, applies for a moratorium, has been declared subject to a debt restructuring scheme (Debt Restructuring (Natural Persons) Act; WNSP), is placed under guardianship, when any attachment is levied on the principal's goods or claims and when the principal dies, goes into liquidation or is dissolved.

10.8 If payment of an invoice sent has not taken place within 30 days of the invoice date, the principal will be in default by operation of law. In that case, interest of 1% per month will be payable by the principal, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will be payable, with interest for part of a month being calculated as a full month.

10.9 Zorge Industrie B.V. is also entitled to claim from the principal, in addition to the principal claim and the interest, all extrajudicial costs caused by the non-payment or late payment. Extrajudicial costs are payable by the principal in any case if Zorge Industrie B.V. has insured itself for collection with the aid of a third party. These costs will be at least 20% of the principal amount and, if the actual costs are higher, this higher amount. The mere

fact that Zorge Industrie B.V. has insured itself with a third party is proof of the amount of and the obligation to pay the extrajudicial costs. If Zorge Industrie B.V. applies for the principal's bankruptcy, not only the principal sum, interest and extrajudicial costs, but also the costs of the bankruptcy petition are payable by the principal.

10.10 Complaints about invoices must be submitted in writing within eight days of receipt of the invoice, on penalty of cancellation of legal action.

### **Article 11 Retention of title**

11.1 The principal only becomes the owner of the goods delivered or to be delivered by Zorge Industrie B.V. under suspensive conditions. Despite any actual delivery, Zorge Industrie B.V. remains the owner of the goods delivered or still to be delivered, as long as the principal has not paid the claims of Zorge Industrie B.V. with respect to the consideration for the agreement or a similar agreement. Zorge Industrie B.V. also remains the owner of the goods delivered or to be delivered as long as the principal has not paid for the activities performed or to be performed under such agreements and as long as the principal has not paid claims due to failure to comply with such agreements, including claims in respect of penalties, interest and costs.

11.2 As long as the principal has not paid the above claims, it is not entitled to establish a pledge or a non-possessory pledge on the goods delivered by Zorge Industrie B.V. and undertakes to declare to third parties wishing to establish such a right at the first request of Zorge Industrie B.V. that it is not authorised to establish a pledge. Furthermore, the principal undertakes not to sign any deed establishing a right of pledge on the goods, in which case the principal would be guilty of embezzlement.

11.3 Before the ownership of the goods to be delivered or delivered is transferred to the customer, the customer is not entitled to sell or deliver the goods to third parties. In that case, the customer is only entitled to use the goods as part of ordinary business operations.

11.4 If the principal fails to fulfil any of the obligations from the agreement towards Zorge Industrie B.V. with regard to goods sold or work to be carried out, it is entitled, without notice of default, to take back both the originally delivered goods and the newly produced goods. The principal authorises Zorge Industrie B.V. to enter the place where the goods are located.

11.5 If and insofar as the ownership of the goods or objects has not been transferred to the customer, the customer will inform Zorge Industrie B.V. immediately if the goods or objects have been seized or any part thereof is otherwise claimed. In the event of a suspension of payments or bankruptcy of the customer, the customer will inform the receiver or administrator of the retention of title of Zorge Industrie B.V. without delay.

11.6 Zorge Industrie B.V. will transfer ownership of the delivered goods to the principal as soon as the principal has fulfilled all its payment obligations under this and similar agreements, subject to a right of pledge on the part of Zorge Industrie B.V. for other claims that Zorge Industrie B.V. has against the principal. At the first request of Zorge Industrie B.V., the principal will cooperate in any actions required in this respect.



### Article 12 Delivery in instalments

12.1 If goods are to be purchased in parts, they must, unless otherwise agreed, be called up within six months and in almost equal monthly quantities, and Zorge Industrie B.V. is not obliged to deliver more than the average monthly quantity for one month.

12.2 If, after expiry of the agreed delivery period, the entire quantity of goods to be received is not called up, Zorge Industrie B.V. is entitled 1) to deliver all remaining goods immediately or in parts, or 2) to immediately cancel the purchase for the undelivered part, without prejudice to its right to compensation and without refund of the purchase price.

12.3 Zorge Industrie B.V. is also entitled to cancel the purchase immediately if, for three consecutive months, less than half of the average quantity to be called up during the period has actually been called up.

### Article 13 Termination

13.1 If the principal remains in default and fails to fulfil any obligation arising from the agreement to which these terms and conditions apply properly or on time, or if there are good grounds for fearing that the principal is or will be unable to fulfil its contractual obligations towards Zorge Industrie B.V., as well as in the event of bankruptcy, suspension of payments, shutdown or liquidation of the principal's company, or the transfer of (part of) the company, Zorge Industrie B.V. is entitled, without further notice of default and without judicial intervention, either to suspend the execution of the agreement for a maximum of six months or to terminate the agreement with immediate effect, such without Zorge Industrie B.V. being obliged to pay compensation for any form of damage or guarantee and without prejudice to its rights.

13.2 In the event of suspension or termination in accordance with this article, the agreed price will become immediately due and payable, less any instalments already paid, and Zorge Industrie B.V. will be entitled to store, or have stored, at the principal's risk and expense, the raw materials and/or goods, materials, parts and other items reserved, processed and manufactured for the execution of the agreement, or sell these at the principal's expense.

### Article 14 Disputes

14.1 All disputes that may arise as a result of an agreement to which these terms and conditions apply in full or in part, or as a result of further agreements, which are a result of such an agreement, will in the first instance only be adjudicated by the competent court of the District Court of The Hague.

### Article 15 Applicable law

15.1 All agreements to which these terms and conditions apply in full or in part will be governed exclusively by Dutch law.

15.2 The parties exclude the applicability of the Vienna Sales Convention.



**Article 16 Final provisions**

16.1 These general terms and conditions can also be consulted on the website of Zorge Industrie B.V.:  
<https://www.zorge.com/en/gtc/>

16.2 The principal is not permitted to transfer its rights and obligations under the agreement to a third party without the written permission of Zorge Industrie B.V.

16.3 The principal is not entitled to suspend and/or set off.

16.4 These conditions may be amended from time to time by a single written notification from Zorge Industrie B.V. to the customer. In the absence of a written protest within two weeks after notification by Zorge Industrie B.V., the amended general terms and conditions apply immediately from the date of notification and are applicable to the agreements that are already in force at that time.

ZORGE Industrie B.V., NL-Version 2020