



General Terms and Conditions of Delivery and Payment

Article 1: GENERAL

1.1 In the text below the term "the Client" refers to the party that places the order with TCI Technical Cleaning for Industries Tilburg BV (hereinafter: "TCI") in respect of services to be performed or goods to be delivered. The term "agreement" refers to any agreement to which these general terms and conditions have been declared applicable.

1.2 These general terms and conditions will apply to all offers, quotations and agreements pertaining to the performance of services, including any additional work, and the delivery of goods by TCI, as well as any subsequent instructions from the Client issued to TCI, except when changes have been explicitly agreed between both parties in writing.

1.3 The Client's General Terms and Conditions will not apply, except in case and in so far as these have been accepted by TCI in writing. This acceptance at no time applies to an offer or agreement other than the one to which the acceptance relates.

1.4 The Client is deemed to be aware of the procedures that will be followed by TCI and the consequences of these for the materials and/or parts received for (part) treatment. More detailed information can be provided on this at the Client's request. By placing an order, the Client declares to have received sufficient information and to agree with the procedures to be used.

1.5 By treating any product, TCI will at no time become a supplier/manufacturer/producer in the sense of product liability legislation. The Client is responsible for the information that is provided with respect to the goods (materials and/or parts) when placing the order with TCI.

1.5 In order to be able to comply with the INTRASTAT obligation, any goods that are sent to TCI from abroad will at all times need to be accompanied by a document containing all the information that INTRASTAT stipulates must be supplied at the time of shipment. The statistical reporting for INTRASTAT is legally enforceable throughout the European Union.

Article 2: CONCLUSION OF AN AGREEMENT

2.1 All quotations are issued subject to these general terms and conditions being declared applicable. They are applicable to both the quotation and the acceptance thereof and any agreement thus concluded.

2.2 All quotations are valid for a period of one month, unless the quotation stipulates otherwise.

2.3 The agreement will be deemed to have been concluded as soon as acceptance of the offer referred to in the quotation reaches TCI. This acceptance has to show that the Client agrees to the applicability of these general terms and conditions and that he, if necessary, waives the applicability of his own purchasing conditions.

2.4 If any reservations or changes in relation to the quotation are made in the acceptance, contrary to the provisions laid down in the previous paragraph, the agreement will only be deemed to have been concluded, if TCI has informed the Client in writing that it agrees to these deviations from the quotation.

2.5 The applicability of Articles 6:223 and 6:225 paragraph 2 of the Netherlands Civil Code is excluded.





Article 3: CHANGES

3.1 Any changes to the agreement and deviations from these General Terms and Conditions will only be effective if these have been agreed between the Client and TCI in writing.

3.2 If changes result in an increase or reduction of the costs, any change in the purchase price resulting from this will need to be agreed between the parties in writing.

3.3 If the parties fail to reach agreement with respect to the change in the purchase price, this will be deemed to be a dispute between the parties to which Art. 13 of these General Terms and Conditions applies.

Article 4: PRICE, QUALITY AND DESCRIPTION

4.1 TCI undertakes to supply the Client with the goods/services described in the quality and quantity stated in the quotation (which may have been amended at a later stage).

4.2 TCI undertakes to supply the Client with goods that are of a sound quality as described in the quotation.

4.3 TCI does not guarantee that the goods are suitable for the purpose for which the Client intends to use them, not even if TCI has been informed about this purpose, unless the contrary has been agreed between the parties.

4.4 Generally speaking, it is only possible to issue a (guide) price after a test has been conducted whereby the following information needs to be presented by the Client:

- description and/or specification of the product as well as the nature of the contamination (amount and type);
- type of material, this should be homogenous (for instance: if, without having stated this in advance, there is aluminium and steel present on an item, it is possible that the aluminium will be damaged (quite seriously);
- location and number of air holes and runs (sufficient numbers of these, of the right type, should be present at all times);
- desired (part) treatment and/or post-treatment (please note that prior to further use, such as sealing, the appropriate pre-treatment will be required).

4.5 Changes to the information referred to in Article 4.4 must at all times be passed on immediately as this can be of influence on the quality, the environment, the process, the price and safety.

4.6 When the goods offered to TCI for treatment are not in line with the information available to TCI at the time of the offer, in terms of their composition and/or surface quality, TCI reserves the right to charge the Client any additional costs that may arise as a result, after giving the Client prior notice of this.

Article 5: PRICE

5.1 Unless indicated otherwise in writing, all prices quoted are for delivery net ex factory.

5.2 The prices quoted are always based on at least the quantities stated by the party requesting the quotation. In the case of orders involving quantities that deviate from the ones stated in the quotation request or the actual quotation itself, TCI will not be bound to the price quoted. The prices quoted will at all times remain valid for the period stated in the quotation.





5.3 If the price of raw materials, salaries, national insurance contributions, energy, wages and other factors that determine the cost price go up after the date of the offer, TCI reserves the right to increase its prices accordingly. The above also applies to cost increases as a result of government measures.

5.4 When it appears during the treatment of the goods that the agreed quality is not achievable and further execution is terminated in consultation with the Client, TCI reserves the right to charge the costs incurred to the Client. The Client will not be entitled to any compensation in this respect.

5.5 Unless indicated otherwise, all prices quoted are exclusive of VAT.

5.6 The minimum order amount is € 115.00 per shipment.

Article 6: PAYMENT

6.1 Except when explicitly deviated from by TCI, the payment term of invoices is thirty days after the date on the invoice. All payments must be made without any deductions or discounts and without offsets, unless a deviating payment agreement has been entered into between the parties in writing.

6.2 If payment is not received within the agreed term, the Client will be in default by operation of law. TCI will then reserve the right to charge the Client interest equal to a percentage that is 3 points above the statutory interest applicable in the Netherlands, as referred to in Art. 6:119a and 6:120 paragraph 2 of the Netherlands Civil Code, with effect from the due date without any notice of default being required. The Client will furthermore owe the extrajudicial collection costs, calculated in accordance with the fees of the Nederlandse Orde van Advocaten, as well as the judicial costs.

6.3 TCI reserves the right to demand a security deposit in respect of the fulfilment of the payment obligations, a full or partial advance payment, and to only ship goods cash on delivery. TCI has a right of retention and right of pledge on all goods made available to TCI for treatment for all that which TCI may be owed by the Client on any account whatsoever at any time.

6.4 Complaints with respect to prices charged and other observations with respect to invoices must be filed in writing within 14 days after the date on the invoice, in the absence thereof TCI will not be obliged to pay any attention to such complaint.

6.5 In the event of bankruptcy, a petition for bankruptcy, suspension of payments, the application of the Debt Management (Natural Persons) Act [Wet Schuldsanering Natuurlijke Personen], death of the Client or the Client being placed under guardianship, as well as in the event of a prejudgment attachment or executory attachment being levied on the whole or part of Client's assets or income, the whole of the contract sum and/or the remainder of this will become payable and due in full.

Article 7: TRANSPORT

7.1 The transport of the goods to and from TCI to their destination is at the Client's risk and expense. The above is also applicable when transport is provided by TCI at the Client's request. The term transport includes the loading and unloading of the goods. The Client is obliged to provide supervision and assistance during unloading.

7.2 In the event that the transport is carried out by third parties and TCI has a claim on the transport provider on account of damage or loss to the goods, TCI will transfer any such claim which TCI might be able to file against the transport provider to the Client.





Article 8: DELIVERY TIME, DELIVERY AND TRANSFER OF RISK

8.1 The agreed delivery time is approximate only and is never a strict deadline, but will be met by TCI to the best of its ability and in good faith.

8.2 The delivery time starts when TCI has confirmed the order in writing and all of the information, tools and materials required by TCI and to be provided by the Client are in the possession of TCI. After the relevant goods have left TCI or when TCI has informed the Client in writing that the goods are ready for shipment, they will be deemed to have been delivered. The place of delivery is therefore the factory of TCI, even if carriage paid shipment has been agreed. The goods will therefore be delivered ex factory. If the delivery is to take place in parts, the individual lots will be deemed to have been delivered.

8.3 In the event of any changes to the order, the delivery time will be adjusted accordingly.

8.4 The Client is at no time entitled to claim damages, dissolve the agreement or not fulfil any obligation that may arise from the agreement entered into with TCI on account of the delivery time being exceeded, for any reason whatsoever.

8.5 If the delivery time is exceeded due to force majeure, force majeure is taken to mean any circumstance, beyond the control of TCI, both unforeseen and already foreseen at the time the order was placed, as a result of which the production stagnates or even grinds to a halt. The following will in any event be deemed to be force majeure: war, risk of war, terrorism, riots, strikes, transport problems, fire and serious disruptions in the operations of TCI or its suppliers.

8.6 As soon as the goods are deemed to have been delivered in the sense of point 7.2 stated above, the Client will carry the risk of the goods being lost and of all direct and/or indirect damage that may be caused to or by these goods for the Client or for third parties. The Client will indemnify TCI against any third-party claims in this regard.

8.7 In so far as the delivery is not based on a written agreement, or if no clear pricing policy and other conditions have been laid down in this, all deliveries will be charged at the prices that apply on the day of delivery.

Article 9: WARRANTY AND COMPLAINTS

9.1 With due regard to the limitations referred to below, TCI guarantees that the treatments carried out by it are in line with the treatments referred to in its quotation and/or agreed with the Client.

9.2 This warranty exclusively relates to the soundness of the work carried out by TCI.

9.3 TCI must be informed of any complaints on account of incomplete and incorrect deliveries or on account of apparent defects in writing within 8 days after delivery of the goods, failing which the warranty obligation will lapse. The warranty obligation will also lapse if the goods have undergone further processing, assembly or integration.

9.4 The item to which the complaint refers must remain available for inspection by TCI for at least 72 hours after the complaint being filed and this without any treatment, repairs or changes having been applied. The item to which the complaint refers will be deemed to have been accepted by the Client if it is no longer recognizable by TCI during the inspection or has already been treated, repaired or processed.

9.5 If however a test or inspection has taken place at the factory of TCI, the complaints must be filed no later than during this test or inspection.





9.6 The warranty does not apply in those case where the Client's complaints are the result of information which the Client is obliged to supply to TCI or has been requested to supply by TCI not being supplied or not being supplied on time or in full.

9.7 The warranty also does not apply in those cases where the quality of the base material is too poor to carry out the agreed work and achieve the end result desired by the Client.

9.8 TCI will not conduct an incoming inspection. TCI therefore does not accept any liability for inaccuracies which are the result of defects to the material and/or parts at the time of delivery or for the quantities or numbers of these.

9.9 The correctness of the treatment requested is at all times at the Client's risk and expense, unless the processing requested was recommended by TCI in writing beforehand. In that case the liability of TCI will be limited to the amount of the agreed (invoice) amount of the agreement in question. If the Client deviates from the recommendation issued by TCI, the treatment will also take place for the Client's risk and expense.

9.10 If the Client demonstrates, with due regard for the provisions laid down above and in the remainder of the Article that TCI has not carried out the work it was instructed to do in accordance with the quality standard stated in its quotation and/or agreed with the Client, then TCI will treat the goods again, free of charge, one time only.

9.11 When it comes to goods that are supplied to TCI by sub-contractors, TCI, without prejudice to the provisions laid down in this Article, will not be obliged to provide any warranty other than the one that TCI obtained from the sub-contractor.

Article 10: RISK

10.1 In supplement to Article 9, any damage to goods caused by destruction of the packaging is also at the Client's risk and expense.

10.2 If, once the delivery time has passed, the Client fails to take delivery of the goods (in return for payment), or cannot take delivery of the goods, the goods will be at the Client's disposal for a period of three months, and stored at the Client's risk and expense.

10.3 If the Client, after having been ordered to do so in writing, fails to take possession of the goods once the period referred to in paragraph 10.2 has passed, then TCI reserves the right to either sell or have others sell the goods for and on behalf of the Client with the obligation to pay the proceeds to the Client, after deduction of the amount owed to TCI, including the interest from the due date, storage costs, and selling costs, or to destroy or have others destroy the goods, depending on the nature of the goods and the applicable statutory provisions. In the latter case, the costs of destruction (possibly prescribed by the authorities) are payable by the Client.

10.4 If TCI decides to sell or destroy the goods, in accordance with paragraph 10.3, TCI will not proceed to do so until it has first informed the Client of this in writing at least one week in advance.

Article 11: LIABILITY

11.1 With the exception of generally applicable rules of law pertaining to public order, the fulfilment of TCI's warranty is deemed to be the only and complete compensation and all other claims in respect of damages are excluded.





11.2 TCI cannot be held liable for amounts exceeding the amount agreed in respect of an individual order. On the basis of the provisions laid down in point 1 of this Article, TCI is not obliged to compensate costs, damage and interest, including on account of personal accidents, damage to movable and immovable property, the added value to goods delivered being lost as a result of those goods becoming either fully or largely unusable or appearing to be unusable, damage caused to the business interests, either directly or indirectly, of the Client or third parties, unless the Client is able to demonstrate that this is due to intent or gross negligence on the part of TCI.

11.3 The Client is obliged to indemnify TCI against and compensate TCI for any costs, damage and interest that may arise as a direct or indirect result of claims that third parties might exercise within the context of the agreement entered into between the Client and TCI on account of incidents, deeds or negligence, for which TCI is not liable according to paragraphs 1 and 2 above. This indemnification includes any infringements of patents, licences, third-party trade marks and other intellectual or industrial property infringements, in so far as these are related to the goods supplied to TCI by the Client and/or processing procedures prescribed by the Client.

11.4 The Client is aware that any goods belonging to third parties remaining in the custody of TCI in connection with the work commissioned, are not insured by TCI. With due regard for the provisions laid down in paragraphs 1 and 2 above, the Client is obliged to indemnify TCI against third party claims in the event these goods are damaged or lost.

Article 12: RETENTION OF TITLE

All of the goods delivered by TCI will remain the property of TCI until all outstanding amounts have been settled in full.

Article 13: ATTRIBUTABLE FAILURE AND CANCELLATION

13.1 In all cases of attributable failure on the part of the Client, the Client is obliged to pay over and above the statutory compensation in respect of damage, costs and interest, all reasonable costs incurred by TCI in respect of legal assistance, transport, taxation and advice from experts.

13.2 If the Client cancels the order, the Client will be obliged to acquire the materials and raw materials purchased by TCI, including those for future delivery, which may or may not have been processed, at the actual price, including wages. In the event of a cancellation on the part of the Client, the Client is further obliged to compensate TCI for loss of profits amounting to a minimum of 15% of the agreed price that TCI would have charged if the cancellation had not taken place. The Client is furthermore obliged to indemnify TCI against any claims resulting from the cancellation of the order.

Article 14: APPLICABLE LAW AND CHOICE OF ADDRESS FOR SERVICE

14.1 All agreements can exclusively be presented to a Dutch court and are governed by the laws of the Netherlands, applicable for the Kingdom in Europe.

14.2 Any disputes will be presented to the competent court at the Court for Zeeland-West Brabant.

14.3 If the Client has received a translated version of these general terms and conditions and there are differences in interpretation between the Dutch version and the translated version, the Dutch general terms and conditions will prevail.

