

General terms and conditions of delivery and payment for the galvanotechnical industry

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Issued by the NGO-SBG Association, PO Box 190, 2700 AD Zoetermeer, the Netherlands.

Article 1. General

These general terms and conditions apply to all our offers and agreements for the supply of goods, labor, and/or services, unless explicitly and mutually agreed upon in writing. The term "services" in these delivery terms also includes the execution of work.

The client's general terms and conditions do not apply unless they have been accepted by us in writing.

Article 2. Offers

Our offers are non-binding, and we are only bound once we have accepted an order in writing or started the execution of the work in the case of non-written order confirmation.

Article 3. Price

Unless otherwise agreed upon in writing, our prices are calculated net for delivery "ex works" according to the Incoterms applicable on the date of the offer.

The prices quoted by us are always based on at least the quantities specified by the applicant. In the case of orders for smaller quantities than those stated in the request for quotation or in the quotation itself, we are not bound by the quoted price.

If, after the date of the offer, the prices of raw materials, salaries, social contributions, energy, wages, and other cost-determining factors increase, we are entitled to adjust the agreed prices accordingly. The same applies to cost increases resulting from government measures.

If the goods offered to us for processing do not correspond in composition and/or surface condition to what was known to us at the time of our offer, we are entitled to charge the client for any resulting additional costs after prior notification.

If, during the processing of goods, it becomes apparent that the agreed quality cannot be achieved and further execution is terminated in consultation with the client, we are entitled to charge the client for the incurred costs. The client has no right to compensation in this regard.

The prices quoted by us are in Dutch currency and are exclusive of VAT.

Article 4. Payment

All payments must be received by us within 30 days from the invoice date. All payments must be made without any deduction or discount and without setoff.

In the event of a payment term being exceeded, we are entitled to charge the debtor interest from the due date at a rate of 3 percentage points above the statutory interest rate applicable in the Netherlands, as referred to in Article 6:119a and Article 6:120(2) of the Dutch Civil Code, as well as all judicial and extrajudicial costs incurred in collecting the claim. Prior notice or formal notice of default is not required.

We are entitled to request security for the fulfillment of payment obligations, demand full or partial prepayment, or ship goods exclusively cash on delivery.

Complaints regarding invoiced prices and other objections regarding invoices must be submitted to us in writing within 14 days from the invoice date, failing which we are not obliged to address such complaints.

Article 5. Packaging

1. Any packaging will be provided by us in a proper manner, charged at cost, and not taken back.
2. Special packaging methods prescribed by the client can be executed using packaging material provided by the client. The additional costs of the packaging method will be charged to the client.
3. The necessity of using packaging is at our discretion.

Article 6. Shipment

1. The transportation of the goods to our factory and from our factory to the place of destination is the responsibility and risk of the client. The aforementioned also applies if the transportation is arranged by us. Transportation includes the loading and unloading of the goods. The client is required to supervise and assist with the unloading.

2. If the transportation is carried out by third parties and we have a claim against the carrier due to damage or loss of the goods, we will assign all claims we may have against the carrier to the client.

Article 7. Delivery Time, Delivery, and Transfer of Risk

1. The agreed delivery time is not binding for us, but we will make reasonable and good faith efforts to meet it.
2. The delivery time starts on the day we confirm the order in writing and when we have all the necessary information, tools, and materials provided by the client in our possession. Once the respective goods have left our factory or when we have notified the client in writing that the goods are ready for shipment, they are considered delivered. The place of delivery is therefore our factory, even if shipment is agreed as freight prepaid. If delivery is made in parts, each individual batch is considered delivered.
3. In case of changes to the order, the delivery time will be adjusted accordingly.
4. Due to exceeding the delivery time, for any reason, including force majeure, the client shall not have the right to claim damages, termination of the contract, or non-performance of any obligation arising from the agreement with us.
5. In case of exceeding the delivery time due to force majeure, force majeure includes all circumstances beyond our control, whether foreseen or unforeseen at the time of accepting the order, which cause production to stagnate or come to a complete halt.
6. The goods are delivered "ex works" according to the Incoterms in effect on the date of the offer. Regarding the agreed delivery time, they are considered delivered as soon as they are ready for shipment in our factory and we have notified the client accordingly.
7. Once the goods are considered delivered as stated in point 6 above, the client assumes the risk of loss of the goods and any direct or indirect damages that may occur to or by these goods for the client or third parties. The client indemnifies us against any claims from third parties in this regard.

Article 8. Warranty and Claims

Subject to the limitations set forth below, we guarantee that the surface treatments performed by us are in accordance with the ones quoted and/or agreed upon with the client.

Our warranty only covers the proper execution of the work carried out by us.

Unless otherwise agreed upon in writing, a paid defect rate of 3% applies as the standard for series and mass orders. The defect rate is determined by comparing the total number of items processed by us with the total number of

items reported as rejected by the client and to be returned to us, both calculated over the same period.

Complaints regarding incomplete or incorrect delivery or claims due to apparent defects must be communicated to us in writing within 14 days of the delivery of the goods, failing which our warranty obligation expires. This warranty obligation also expires if the goods have undergone further processing, assembly, or installation.

However, if testing or inspection has taken place at our factory or premises, claims must be made at the time of testing or inspection.

The warranty does not apply in cases where client complaints are a result of failure to provide us with the information that the client is obligated to provide, in a timely and complete manner, or as requested by us. The warranty also does not apply in cases where the quality of the raw material is insufficient to achieve the desired end result as intended by the client through the execution of the agreed-upon work.

We do not perform incoming inspections. Therefore, we are not liable in any way for inaccuracies resulting from defects in the material and/or parts upon delivery, nor for their quantity or numbers.

The accuracy of the requested processing is always the responsibility and risk of the client, unless we have provided written advice on the requested processing in advance. If the client deviates from our given advice, the processing is also carried out at their expense and risk.

If the client demonstrates, in accordance with the above and further provisions in this article, that we have not executed the assigned work in accordance with the quoted and/or agreed-upon quality requirements, we will reprocess the goods at no cost.

With regard to items and materials supplied to us by subcontractors, notwithstanding the provisions set forth in this article, we are not obliged to provide any further warranty beyond what we have obtained from said subcontractors.

Article 9. Risk

In addition to Article 7.7, any damage to goods caused by the destruction of the packaging is at the expense and risk of the client.

If the goods are not taken over (against payment) by the client after the expiration of the delivery time or cannot be taken over, the goods will be available to the client for a period of three months, stored at their expense and risk.

If, after being duly notified in writing, the client fails to take over the goods after the period referred to in clause 2 has elapsed, we are entitled to either sell the goods on behalf of the client, with the obligation to pay the proceeds to the client after deducting our claim, including storage costs, or to destroy the goods, depending on the nature of the goods and the applicable legal provisions. In the latter case, the costs of (if required by the authorities) destruction are borne by the client.

4. If we intend to sell or destroy goods in accordance with clause 3, we shall not proceed with such action without notifying the client in writing at least one week in advance.

Article 10. Liability

1. Our liability is limited to the fulfillment of the warranty obligations described in Article 8 of these terms and excludes any other claims for damages.
2. Based on the provisions of clause 1 of this article, we are not obliged to compensate for costs, damages, and interests, including personal accidents, damage to movable and immovable property, loss of delivered goods and/or their added value resulting from the total or partial unusability or defects of said goods, and harm to business interests, whether directly or indirectly caused to the client or third parties unless the client proves that this is attributable to our intent or gross negligence. In this regard, only those employees who act in accordance with our explicit instructions shall be considered equivalent to us.
3. The client is obliged to indemnify and hold us harmless for all costs, damages, and interests that may arise for us as a direct or indirect result of claims that third parties may assert against us in connection with the agreement concluded between the client and us, based on events, acts, or omissions for which we are not liable under the aforementioned clauses 1 and 2. This indemnification includes any infringement of third-party patents, licenses, patents, and trademarks, to the extent that they relate to goods and materials supplied to us by the client and/or processing procedures prescribed by the client.
4. The client's or third parties' goods that are under our control in connection with the execution of the assigned work are at the client's or third party's risk. These goods are not insured by us. The client indemnifies us against claims from third parties in case of damage or loss of these goods.

Article 11. Tools

Tools and equipment that we have manufactured or had manufactured by third parties as necessary for the execution of the assignment remain our property, even if the costs have been charged to the client. The same applies to know-how, etc., developed by us, with or without the client's cooperation.

Article 12. Imputable Default and Cancellation

1. In all cases of an imputable default on the part of the client, the client shall, in addition to the statutory compensation for damages, costs, and interests, be liable to reimburse us for the reasonable costs incurred by us for legal assistance, transportation, appraisal, and expert advice.
2. If the client cancels the order, they are obliged to purchase from us, at cost price including wages, any materials and raw materials that we have already purchased or will purchase in the future, whether processed or unprocessed. Furthermore, the client is obliged to indemnify us against claims resulting from the cancellation of the order.

Article 13. Applicable Law and Choice of Domicile

1. With regard to all our agreements, the Dutch court shall have exclusive jurisdiction, and Dutch law, applicable to the Kingdom in Europe, shall apply.
2. The parties choose their domicile in the place of residence or the place of establishment of the contractor.