

# General terms and conditions of sale and delivery

## Hadley Custom Rollform NL B.V. 2023

### Our general terms of sale and delivery

General terms of sale and delivery of Hadley Custom Rollform NL B.V. (the “**terms and conditions**”) filed on April 25<sup>th</sup> 2023 at the registry of the Chamber of Commerce, dossier number 09029050  
Issued by Hadley Custom Rollform NL, Radonstraat 16, 6718WS Ede, The Netherlands.

*This is a translation of the official Dutch language general terms and conditions. In the event of a conflict, the Dutch language version shall prevail.*

### Art. I General

1. In these terms and conditions the terms below are understood as follows:  
“**agreement**”: the agreement between the supplier and purchaser regarding the supply of products;  
“**product**”: goods, as well as services and contract work;  
“**written**”/ “**in writing**”: by means of a document signed by both parties or by means of a letter, fax, email message or any other technical means agreed by the parties;  
“**supplier**”: Hadley Custom Rollform NL B.V.;  
“**purchaser**”: the party to whom the offer and/or order confirmation is sent.  
In these terms and conditions the terms below are also understood as follows:  
“**services**”: advice, drawings, calculations and the design of structures; and  
“**contract work**”: the processing of materials made available by the purchaser.
2. These terms and conditions apply to all offers from and agreements for the supplier to perform deliveries, services and/or contract work. Any reference by the purchaser to its own terms and conditions of purchase or other terms and conditions is explicitly rejected by the supplier.
3. Deviations from these terms and conditions are only valid if expressly agreed in writing.
4. In the event of a conflict between these terms and conditions and an agreement, the agreement shall prevail.
5. If any provision of these terms and conditions is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. The supplier and purchaser shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such unlawful, unenforceable, or invalid provision.
6. Unless otherwise agreed in writing, the latest version of the terms and conditions shall apply.

### Art. II Offer

1. Every offer issued by the supplier will be free of obligation. Within a period of 14 days following acceptance of an offer which has not been confirmed by the supplier in writing, the supplier will be entitled to withdraw the offer without any obligation to pay compensation to the purchase.
2. Every offer will be based on the performance of the agreement by the supplier under normal conditions and during normal working hours.

### Art. III Agreement

1. The agreement will come into effect at the moment that (i) the purchaser has accepted the offer by placing the relevant order and the supplier has sent the written order confirmation to the purchaser or (ii) the supplier has countersigned the relevant contract.
2. Verbal commitments and agreements made with employees of the supplier will only be binding for the supplier if it has confirmed these in writing.
3. The supplier and the purchaser can agree on additional work. Additional work is regarded as all that which is delivered and/or installed by the supplier in consultation with the purchaser (whether or not set out in writing) during the performance of the agreement over and above the quantities explicitly set out in the contract or order confirmation or all that which is performed by the supplier over and above the activities explicitly set out in the contract or order confirmation.

### Art. IV Price

1. The prices stated by the supplier are exclusive of VAT and other government taxes payable on sale and delivery, and are based on delivery EXW (Ex Works) in accordance with the latest applicable Incoterms ®, unless otherwise specified in writing.

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2. If, after the date on which the agreement becomes effective, one or more of the cost factors is subject to an increase, even if this happens as a consequence of foreseeable circumstances, the supplier will be entitled to increase the agreed price accordingly.
3. The supplier shall charge the purchaser for any additional work that it carries out. The terms contained in paragraphs 1 and 2 of this article apply by analogy to the calculation of additional work. Unless otherwise agreed, cost estimates and plans will not be charged separately.
4. Unless otherwise agreed in writing, if the supplier has to produce new drawings, calculations, descriptions, models or tools, etc. for any supplementary orders, the costs of these will be charged.
5. The packaging is not included in the price and will be charged separately. Packaging will not be taken back by the supplier, unless it concerns return packaging or is specifically agreed in writing.
6. The costs of loading and unloading and of the transportation of raw materials, semi-finished products, models, tools and other items made available by the purchaser are not included in the price and will be charged to the purchaser separately. Costs paid by the supplier in this regard will be regarded as an advance payment chargeable to the purchaser.
7. If the supplier has undertaken to assemble/install the product, the price is calculated including assembly/installation and the delivery of the operational product to the place stated in the offer and includes all costs, except those that are not included in the price in accordance with the paragraphs above or those stated in art. VIII. Costs incurred due to weather conditions that prevent work from being carried out or being completed will be charged to the purchaser.
8. The supplier will not be liable for printing errors and/or typing errors.

### **Art. V Standards, measurements, drawings, calculations, descriptions, models, tools, etc.; intellectual property.**

1. Unless otherwise agreed, materials and measurements will apply in accordance with the current DIN/EN standards.
2. Strip steel will be delivered according to the weighed weight, as stated on the consignment note and on the invoice.
3. Profiles will be delivered and charged by the meter.
4. Specifications stated in catalogues, illustrations and drawings, measurements and weights, etc. will only be binding if and insofar as these have been explicitly included in a contract signed by the supplier and the purchaser or an order confirmation signed by the supplier.
5. The offer issued by the supplier, as well as the drawings, calculations, software, descriptions, models, tools, etc. that it produces or supplies, will remain the property of the supplier, even if costs have been charged for these. The intellectual property relating to the information that is implicit in the above or forms the basis for the manufacturing and construction methods, products, etc. remains exclusively with the supplier, even if costs have been charged for these. The purchaser guarantees that, apart from for the performance of the agreement, the information referred to will not be copied, shown to third parties, published or used without the written permission of the supplier.

### **Art. VI Delivery period.**

1. The delivery period will commence on whichever of the following dates is the latest: (i) the day on which the agreement becomes effective; (ii) the day on which the documents, specifications, permits, etc. necessary to perform the work are received by the supplier; (iii) the day on which the formalities necessary for the work to start are completed; or (iv) the day on which the amount that, according to the agreement, must be paid in advance before the work starts is received by the supplier.
2. If a delivery date or week has been agreed, the delivery period will constitute the period between the date on which the agreement becomes effective and the delivery date or end of the delivery week respectively.
3. The delivery period is based on the working conditions applicable when the agreement was concluded and on the timely delivery of the materials ordered by the supplier for the performance of the work. If, through no fault of the supplier, a delay in the delivery arises as a result of a change to the working conditions referred to above or as a result of materials ordered in good time for the performance of the work not being delivered on time, the delivery period respectively the delivery date or week will be extended for as long as necessary.
4. The product will be deemed to have been delivered (i) if inspection at the supplier's premises has been agreed, it is ready for inspection and, (ii) in other cases, when it is ready for dispatch, the above applying once the purchaser has been informed of this in writing and without prejudice to the supplier's obligation to comply with any assembly/installation obligations it may have. The product must be collected within 5 working days after it

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has become at the purchaser's disposal. If the purchaser fails to take possession of the product after having been given notice of default, the supplier will be entitled to charge the costs arising from this to the purchaser.

5. Without prejudice to the provisions contained elsewhere in these terms and conditions relating to the extension of the delivery period, this will be extended by the duration of any delay that arises for the supplier as a result of the failure of the purchaser to comply with any obligation arising from the agreement or its failure to provide the cooperation required of it in relation to the performance of the agreement.
6. If the delivery period is exceeded, this will not entitle the purchaser to dissolve the agreement in full or in part, unless the overrun amounts to more than 26 weeks or, according to a notification from the supplier, will amount to more than 26 weeks. In the case of the last-mentioned overrun or notification, the purchaser may dissolve the agreement by means of a written communication to the supplier, provided that it will have no right to any reimbursement of the portion of the price already paid for the product nor to compensation for the damage that it has suffered.

#### **Art. VII Provisions concerning material for contract work.**

1. The supplier will process the material supplied by the purchaser for the purpose of performing contract work with the utmost care. Should it become apparent, during or after the contract work performed by the supplier, that the supplied materials are defective, the supplier will not be liable for this.
2. The purchaser will be contacted within 24 hours after the discovery of any defects, damage, etc to the supplied materials. If a delay is incurred during the processing because the quality of the material to be processed is not as agreed, the purchaser will be liable to pay compensation.
3. If the material supplied by the purchaser fails to comply with the agreed quality, the costs in relation to transport and the hours already worked will be charged to the purchaser and the agreement concluded will be dissolved in full or in part without the purchaser having any right to compensation.
4. The supplier will become the owner of the waste that is generated during the processing.
5. After being processed the material will be packaged in accordance with the agreed specifications. During this process there will be another final visual inspection. Any defects will be reported to the purchaser.

#### **Art. VIII Assembly/installation.**

1. If the parties have agreed that the supplier will take care of the assembly/installation of the product to be delivered, the purchaser is responsible vis-à-vis the supplier for ensuring that all arrangements, facilities and/or conditions that are necessary for setting up the product to be assembled/installed, and/or for the correct operation of the product in its assembled/installed state, are realized correctly and in good time. This does not apply if and insofar as these are realized by or on behalf of the supplier in accordance with drawings and/or specifications produced or supplied by or on behalf of the supplier.
2. Without prejudice to the provisions of paragraph 1, if the parties have agreed that the supplier will take care of the assembly/installation of the product to be delivered, the purchaser will in any case ensure at its own expense and risk that:
  - (i.) The employees of the supplier can start their work as soon as they have arrived at the assembly/installation site and can continue working during normal working hours and, furthermore, if deemed necessary by the supplier, outside normal working hours, provided that the supplier has notified the purchaser of this in good time;
  - (ii.) Suitable accommodation and all facilities required by government regulations, the agreement and customary practice are available for the employees of the supplier;
  - (iii.) The access roads to the installation site are suitable for the necessary transport;
  - (iv.) The designated installation site is suitable for storage and assembly/installation;
  - (v.) The necessary lockable storage areas are available for materials, tools and other items;
  - (vi.) The necessary and customary auxiliary persons, auxiliary equipment, auxiliary materials and other equipment (including fuels, oil and grease, cleaning materials and other small items, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and the measuring and testing equipment normal for the purchaser's operations are made available to the supplier in good time, free of charge and in the right location;
  - (vii.) All the necessary safety and precautionary measures have been taken and are maintained and that all measures have been taken and are maintained to ensure that the applicable government regulations are complied with in the context of the assembly/installation; and
  - (viii.) The products sent are available in the right location at the start of and during the assembly/installation.
3. Any damage and costs that arise as a result of a failure to comply with the conditions set out in this article or to comply with them in good time will be borne by the purchaser.

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4. With regard to the assembly/installation period, art. VI applies by analogy.

### **Art. IX Inspection and acceptance tests**

1. The purchaser will inspect the product within 14 days following delivery as referred to in art. VI, paragraph 4, or – if assembly/installation has been agreed – within 14 days following assembly/installation. If this period passes without a written notification being issued in which justified complaints are itemized, the product will be deemed to have been irrevocably accepted .
2. If acceptance tests have been agreed, the purchaser will give the supplier the opportunity, following delivery as referred to in art. VI, paragraph 4, or, if assembly/installation has been agreed, following assembly/installation, to carry out the necessary preparatory tests and to make those improvements and modifications that the supplier deems to be necessary. The acceptance tests will be performed immediately following the supplier's request to that effect, in the presence of the purchaser. If the acceptance tests have been performed without any itemized and justified complaint, and if the purchaser fails to comply with its above-mentioned obligations, the product will be deemed to have been irrevocably accepted.
3. For the acceptance tests and associated tests, the purchaser will make available to the supplier the necessary facilities, including those referred to in art. VIII, paragraph 2, under 2(v.), and representative samples of any materials to be processed, to a sufficient extent, in good time, free of charge and in the right location, so that the conditions for use of the product envisaged by the parties can be reproduced as closely as possible. If the purchaser fails to comply with this obligation, the last sentence of paragraph 2 will apply.
4. In the event of minor defects, particularly those which have little or no influence on the envisaged use of the product, the product will be deemed to have been accepted by the purchaser irrespective of these defects. The supplier will nevertheless remedy these defects as quickly as possible.
5. Without prejudice to the supplier's guarantee obligations, acceptance of the product in accordance with the paragraphs above will rule out all claims by the purchaser in relation to a shortcoming in the supplier's performance.

### **Art. X Transfer of risk and ownership.**

1. Immediately after the product is delivered in accordance with art. VI, paragraph 4, the purchaser will bear the risk for all direct or indirect damage that may be caused to or by this product, unless the damage can be attributed to intent or wilful recklessness on the part of the supplier's employees.
2. Without prejudice to the provisions of the previous paragraph and of art. VI, paragraph 3, ownership of the product will only be transferred to the purchaser once all the amounts owed by the purchaser to the supplier for deliveries or work, including interest and costs, have been paid to the supplier in full. Until fulfilment of all payment obligations, the purchaser shall not be entitled to alter, process or transfer the ownership of the product and shall be obliged to store the product with a clear mark indicating "Property of Overeem."
3. Where appropriate, the supplier will be entitled to unhindered access to the product. The purchaser will lend its full assistance to enable the supplier to exercise the retention of title set out in paragraph 2 by taking the product back, including any disassembly that may be required. If disassembly is not possible, the supplier will be entitled to become a "co-owner" of a proportionate part of the new structure and the purchaser gives its consent to this in advance and, to this end, hereby declares to perform all necessary actions and provide its cooperation.

### **Art. XI Payment and security for payment**

1. Unless otherwise agreed, payment of the agreed price will take place within 30 days of the invoice date.
2. Additional work will be paid for as soon as this has been charged to the purchaser.
3. All payments must be made without any deduction or setoff in the manner to be specified by the supplier. If the purchaser fails to pay within the agreed periods, it will be deemed to be in default by operation of law and the supplier will have the right, without any notice of default, to charge the purchaser interest with effect from the due date at a percentage 3 points above the statutory interest applicable in the Netherlands, as referred to in art. 6:119a and art. 6:120, paragraph 2, of the Netherlands Civil Code, as well as all judicial and extrajudicial costs associated with the collection of its debt.
4. The supplier will be entitled to demand security for payment at any time.
5. In accordance with Art. X paragraph 2, the supplier reserves the right to charge additional costs to the purchaser that are incurred due to the purchaser taking possession of the goods later than agreed. This relates, amongst other things, to financing and storage costs.

### **Art. XII Guarantee.**

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1. Without prejudice to the limitations set out below, the supplier will guarantee both the soundness of the product it delivers (not being a service or contract processing) and the quality of the material used and/or delivered for this, insofar as it is a question of defects in the product delivered that could not be observed during an inspection or acceptance tests and for which the purchaser proves that these arose within 6 months of delivery in accordance with art. VI, paragraph 3, exclusively or predominantly as a direct consequence of an error in the construction employed by the supplier or as a consequence of defective workmanship or the use of poor material. The guarantee does not extend beyond the product's compliance with the supplier's specifications and does not cover use.
2. Paragraph 1 applies by analogy to defects that could not be observed during an inspection or acceptance tests and are due exclusively or predominantly to defective assembly/installation by the supplier. If assembly/installation of the product is carried out by the supplier, the 6-month guarantee period referred to in paragraph 1 will commence on the day on which the assembly/installation is completed by the supplier, on the understanding that in that case the guarantee period will in any case end if 12 months have passed following delivery in accordance with art. VI, paragraph 4.
3. Defects falling under the guarantee referred to in paragraphs 1 and 2 will be rectified by the supplier through repair or replacement of the defective part, whether or not at the supplier's premises, or through the sending of a replacement part. This will be at the supplier's discretion in all cases. All costs over and above the mere obligation described in the previous sentence, such as, but not limited to, transport costs and travel and accommodation costs, as well as costs of disassembly and assembly/installation, will be borne by the purchaser. A new 6-month guarantee period applies to repaired or replacement parts, on the understanding that each guarantee will lapse as soon as 12 months have passed following delivery of the product in accordance with art. VI, paragraph 3, or, if paragraph 2 applies, as soon as 18 months have passed following the last-mentioned delivery.
4. Unless otherwise agreed, the repair, servicing and maintenance work and similar services performed by the supplier outside guarantees will only be guaranteed in relation to the soundness with which the assigned work is carried out. This guarantee will apply for a period of 6 months. The guarantee will cover the mere obligation of the supplier, in the event of unsoundness, to perform the relevant work again, insofar as it has been carried out in an unsound manner. The second sentence of paragraph 3 will apply by analogy. In such a case a new 6-month guarantee period will apply, on the understanding that each guarantee will lapse as soon as 12 months have passed following the original work.
5. No guarantee will be provided for advisory and similar services performed by the supplier. The purchaser is advised to have a check undertaken by a registered designer or main structural engineer.
6. Defects that occur in or are entirely or partially the result of the following will in any case fall outside the guarantee: failure to observe operating and maintenance instructions or use other than the normal envisaged use; normal wear and tear; assembly/installation or repair by the purchaser or third parties; the application of any government regulation relating to the nature or quality of the materials employed; materials or goods applied in consultation with the purchaser; materials or goods that have been supplied to the supplier by the purchaser for processing; materials, goods, working methods and constructions, insofar as these have been applied on the express instruction of the purchaser to materials and goods supplied by or on behalf of the purchaser; parts procured by the supplier from third parties, insofar as the third party has not provided a guarantee to the supplier or the guarantee provided by the third party has lapsed.
7. If the purchaser fails to comply, or fails to comply properly or on time, with any obligation that arises for it from the agreement concluded with the supplier or a related agreement, the supplier will not be bound by any guarantee – however it may be named – in relation to any of these agreements. If the purchaser carries out disassembly, repair or other work relating to the product (or has such carried out), without the supplier's prior written approval, any claim arising from a guarantee will lapse.
8. Complaints relating to defects must be communicated in writing as quickly as possible following their discovery, and no later than 14 days after the expiry of the guarantee period. If this period is exceeded, any claim against the supplier in respect of these defects will lapse. Legal actions must be instituted within 1 year of a timely complaint being made, under penalty of forfeiture.
9. If the supplier replaces parts/products in order to comply with its guarantee obligations, the replaced parts/products will become the supplier's property.
10. The alleged failure by the supplier to comply with its guarantee obligations will not release the purchaser from the obligations that arise for it from any agreement concluded with the supplier.

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#### **Art. XIII Liability**

1. The supplier's liability is limited to compliance with the guarantee obligations described in art. XII of these terms and conditions. If the supplier has failed to comply with its obligations arising from art. XII within a reasonable period, the purchaser may issue a written notification in which the supplier is granted a final, appropriate period within which to comply with these obligations. Should the supplier fail to comply with its obligations within this final period, the purchaser may carry out the necessary repair work itself or have it carried out by a third party. If repair work is successfully carried out by the purchaser or a third party in this way, the supplier will not be obliged to pay any compensation for the costs incurred by the purchaser.
2. If the repair work in accordance with paragraph 1 is not carried out successfully, the purchaser will not be entitled to a discount on the price agreed for the product delivered proportionate to the reduction in the value of the product. The purchaser will not be entitled to reimbursement of the price paid for the product delivered or to compensation for the damage it has suffered. The possibility of dissolving the agreement is excluded.
3. All liability towards the purchaser lapses after 12 months have passed.
4. The supplier will never be liable for services that it performs or for any damage arising from such services, however this is caused.
5. If during, or as a result of, the processing of materials and goods belonging to the purchaser, damage is caused to these as a consequence of an attributable shortcoming on the part of the supplier, the supplier's liability for this damage will be limited to the amount that would be charged for the processing in question, that is to say insofar as it concerns the damaged materials and goods.
6. Unless intent or wilful recklessness applies on the part of the supplier's management employees, and subject to the provisions of art. VI, paragraph 5, and of paragraphs 1 and 2 of this article, all liability of the supplier is excluded for defects in the product delivered and in connection with the delivery, e.g. for damage resulting from the delivery period being exceeded and from failure to deliver, for damage arising from third-party liability, for loss of profits, consequential damage and indirect damage, and for damage arising from any unlawful act or omission by employees of the supplier. The supplier is therefore also not liable for: The infringement of patents, licenses or other third-party rights; Damage to or loss of raw materials, semi-finished products, models, tools and other items made available by the purchaser, whatever the cause of this damage or loss.
7. If the supplier provides help and assistance – of whatever nature – with the assembly/installation work, without having been awarded the contract for the assembly/installation, this will take place at the purchaser's risk. The purchaser indemnifies the supplier against and/or holds it harmless from all third-party claims for the compensation of damage.

#### **Art. XIV Force majeure**

In these terms and conditions “**force majeure**” is understood to mean any circumstance beyond the supplier's control – even if this was foreseeable at the time when the agreement became effective – which permanently or temporarily prevents performance of the agreement, as well as (insofar as not already included in the above) war, danger of war, terrorism, civil war, revolt, strike, lock-out, transport difficulties, fire and other serious disruptions to the supplier's business or that of its suppliers.

#### **Art. XV Suspension and dissolution**

1. In the event that performance of the agreement is prevented by force majeure, the supplier will be entitled, without judicial intervention, either (i) to suspend the performance of the agreement for a maximum of 6 months or (ii) to dissolve the agreement in full or in part, without being obliged to pay any compensation. During the period of suspension the supplier will be authorized, and at the end of this period will be obliged, to choose either to perform the agreement, if possible, or to dissolve the agreement in full or in part.
2. Both in the event of suspension and of dissolution in accordance with paragraph 1 the supplier will be entitled to demand payment immediately for the raw materials, materials, parts and other items that it has purchased, reserved, processed and manufactured in order to perform the agreement, at the value that must be reasonably attributed to them. In the event of dissolution in accordance with paragraph 1 the purchaser will be obliged, following payment of the amount owed in accordance with the previous sentence, to take possession of the goods included in that payment, failing which the supplier will be authorized to have these goods stored at the purchaser's risk and expense or to sell or destroy them at the purchaser's expense.
3. If there is good reason to fear that the purchaser is not or will not be able or willing to comply with its contractual obligations vis-à-vis the supplier, as well as in the event of the purchaser's business being declared bankrupt, granted a moratorium, closed down, liquidated or fully or partially transferred, the supplier will be authorized to demand appropriate security for all of the purchaser's contractual obligations, whether or not these

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have fallen due, and to suspend the performance of the agreement while it is waiting for such security to be provided. If no security is provided within a reasonable period set by the supplier, the supplier will be entitled to dissolve the agreement in full or in part. The supplier will have these authorities in addition to the other rights to which it is entitled on the basis of the law, the agreement and these terms and conditions.

4. If the purchaser fails to comply, or fails to comply on time or properly, with any obligation that arises for it from the agreement concluded with the supplier or a related agreement, the supplier will also be entitled to suspend the performance of the agreement and/or dissolve the agreement.

In the event of suspension on the basis of paragraphs 3 or 4 the supplier will be authorized to have the raw materials, materials, parts and other items that it has purchased, reserved, processed and manufactured in order to perform the agreement stored at the purchaser's expense and risk. In the event of dissolution on the basis of paragraphs 3 or 4 the previous sentence will apply by analogy, on the understanding that the supplier can choose to sell or destroy the goods in question at the purchaser's expense instead of placing them into storage. In the event of suspension or dissolution on the basis of paragraphs 3 or 4 the supplier will be entitled to full compensation, but will not be obliged to pay any compensation itself.

#### **Art. XVI Disputes**

All disputes that may arise in connection with an agreement to which these terms and conditions apply in full or in part, or in connection with further agreements arising therefrom, will be exclusively submitted and settled by the court of Gelderland, location Arnhem, unless mandatory provisions stipulate otherwise.

#### **Art. XVII Applicable law**

All agreements to which these terms and conditions apply in full or in part will be governed by Dutch law, as applicable to the European territory of the Kingdom of the Netherlands. The applicability of the Vienna Sales Convention is excluded.