

GENERAL CONDITIONS OF SALE AND DELIVERY OF JORD EQUIPMENT B.V. (VERSION MAY 2024)

- 1. DEFINITIONS**
 - 1.1 In these general conditions:
 - a. JORD Equipment B.V.; with its registered office in Amsterdam, the Netherlands, hereinafter to be referred to as JE.
 - b. Contract; means an agreement for the sale and delivery of the Machines by JE to Purchaser.
 - c. Purchaser; means any person legal or natural, that has concluded a contract with JE, or wishes to do so.
 - d. Quotation; means any written offer for the sale and delivery of the Machines by JE.
 - e. General Conditions; means these general Conditions of sale and delivery.
- 2. APPLICABILITY**
 - 2.1 These General Conditions shall apply to all Quotations and Contracts concluded by JE, regarding the sale and delivery of the Machines.
 - 2.2 Additions or exceptions to these General Conditions must be agreed in writing.
 - 2.3 The rights and obligations arising from a Contract between JE and Purchaser may not be transferred to third parties.
 - 2.4 Any general conditions put forward by Purchaser shall not apply; They are expressly not accepted by and shall not be binding to JE.
- 3. QUOTATIONS**
 - 3.1 All quotations are valid for a period of (X) days.
 - 3.2 Quotations are not binding on JE.
 - 3.3 The machines offered by JE shall meet the specifications as set out in the Quotation.
 - 3.4 Additions or exceptions to these conditions must be agreed in writing.
 - 3.5 A Quotation which contains a time-limit may be revoked by JE within (X) days, without any right for the purchaser to compensation or damages.
- 4. CONCLUSION OF CONTRACT**
 - 4.1 A Contract between JE and Purchaser shall be concluded and take legal effect after JE has confirmed (the contents of) the Quotation in writing.
 - 4.2 The contents of the Contract shall be determined by the confirmation of the Quotation by JE and these General Conditions.
 - 4.3 The confirmation of the Quotation can only be issued in writing, by email, letter or fax.
- 5. PRICES**
 - 5.1 All purchase prices which JE charges are the prices applicable at the time of the Quotation.
 - 5.2 All the purchase prices mentioned do not include VAT and other costs, such as levies and tariffs.
 - 5.3 Where after making a Quotation, a change occurs to (one of the factors determining) the price mentioned in the Quotation, JE shall be entitled to adjust the price accordingly.
 - 5.4 The purchase price applicable shall be the price confirmed by the confirmation of the Quotation by JE.
- 6. TERMS OF PAYMENT**
 - 6.1 Purchaser shall be obliged to full payment in advance.
 - 6.2 Purchaser is obliged to pay the purchase price within (X) or before (X).
 - 6.3 Whenever the Purchaser does not make the payment in accordance with article 5(1) or article 5(2), he shall be in default, without any further notification.
 - 6.4 The obligation to pay remains in effect even if the date of delivery shall be postponed for (X) days.
- 6.5 With respect to article 5(3), JE shall then be authorized to charge the legal commercial interest rate, as specified in article 6:119a of the Netherlands Civil Code (Burgerlijk Wetboek, BW).
 - 6.6 With respect to article 5(3), any adverse exchange rate difference shall be for account of Purchaser. Reference dates are the due date of (the invoice) and the date on which the full payment is received by JE.
 - 6.7 The payment must be made without any discount and/or adjustment(s) and/or counterclaim etc.
 - 6.8 Any payment in cash shall not be accepted by JE.
- 7. TIME OF DELIVERY**
 - 7.1 The date of delivery mentioned in the confirmation of the Quotation shall be non-binding to JE.
 - 7.2 The agreed time of delivery shall be based on the circumstances as foreseen at the time of the conclusion of the Contract.
 - 7.3 In the event that delivery is prevented by unforeseen circumstances JE shall be entitled to extension of the period for delivery for the term of impediment.
- 8. DELIVERY**
 - 8.1 Delivery shall be made by (X).
 - 8.2 The machines are transported for delivery for the account of Purchaser.
 - 8.3 The machines are transported for delivery at the risk of Purchaser.
 - 8.4 This article (7) shall not prejudice JE's retention of title as set out under article 8
- 9. RETENTION OF TITLE**
 - 9.1 The title to Machines delivered by JE to Purchaser shall remain with JE until full and final settlement of all amounts payable under the Contract between JE and Purchaser.
- 10. CANCELLATION OF CONTRACT**
 - 10.1 Price revisions of more than (X) percent, shall allow Purchaser to cancel the agreement.
 - 10.2 With respect to article 10(1) the Contract can only be cancelled in writing within seven days of receipt of the notification from JE thereof.
 - 10.3 A cancellation of the agreement shall not give the purchaser any right to compensation or damages.
- 11. WARRANTY**
 - 11.1 The machines supplied by JE shall only meet the specifications as set out in the quotation.
 - 11.2 With respect to clauses 9(1) above, JE does not give warranty of any kind on the Machines offered.
- 12. LIABILITY**
 - 12.1 JE's liability is restricted to direct loss or damage, whether caused by breach of contract, tort or otherwise.
 - 12.2 JE's liability shall be limited to the invoice value of the respective delivery.
- 13. APPLICABLE LAW/LEGAL JURISDICTION**
 - 13.1 Dutch Law is exclusively applicable to these General Conditions, as well as to all Quotations and Contracts to which these General Conditions apply.
 - 13.2 The Vienna Convention is not applicable with respect to these General Conditions, as well as to all Quotations and Contracts.
 - 13.3 All disputes arising from these General Conditions or in relation to the performance of the Contracts will exclusively and in the first instance be brought before the (President of the) District Court (X).