

GENERAL CONDITIONS FOR DELIVERY & SALE, HP STAAL, VIANEN**Article 1: General**

- 1.1. 'Supplier', where it appears in these General Conditions, means the private limited liability company HP Staal B.V., having its registered office in Vianen.
- 1.2. 'Customer', where it appears in these General Conditions, means the natural or legal person to whom a quotation referring to these General Conditions is sent and/or with whom a contract is entered into, again referring to these General Conditions.
- 1.3. Deviations from these General Conditions or any part thereof are only valid if they are confirmed in a written document signed by both parties.
- 1.4. Any terms and conditions used by the Customer are not valid unless they are accepted by the Supplier explicitly and in writing. The applicability of the Customer's terms and conditions is hereby explicitly excluded.
- 1.5. The following conditions apply to all tenders by the Supplier and all contracts concluded by the Supplier or transactions entered into by the Supplier. The issue of any commission by the Customer to the Supplier or the submission of an order by the Customer to the Supplier always implies acceptance by the Supplier of these General Conditions.

Article 2: Sales: Quotations and contracts

- 2.1. All quotations, tenders and price lists from the Supplier are issued without obligation as regards the prices, supply dates and the possibility of supplying the goods in question, unless the contrary is explicitly apparent (in writing). Quotations, tenders and prices lists will not apply automatically to future commissions.
- 2.2. The contract is finalised by a commission for supply of the product, based on the quotation. A commission that deviates from the quotation is deemed to be a new quotation and also a rejection of the original quotation. If a Customer issues a verbal commission, a written order confirmation from the Supplier will be deemed to reflect the contents of the agreement accurately unless the Customer notifies the Supplier of an objection to the terms of the order confirmation immediately and in writing, in any event within two days after receipt of the order confirmation.
- 2.3. The offered and agreed prices exclude VAT and are based on the taxes, levies, wages, social insurance charges, equipment and raw material prices and other costs applicable on the date of the written quotation. If any one or more of the cost price factors rises after the date of the contract but before delivery (even if due to unforeseeable circumstances), the Supplier shall be entitled to apply a corresponding increase to the agreed price. If the Supplier increases the agreed price by more than 10%, the Customer shall be entitled to cancel the contract, in writing, within 5 days after the Supplier issues written notification of the price increase.
- 2.4. The Supplier is entitled at any time to have all or part of any issued commission fulfilled by third parties.

Article 3: Prices and payment

- 3.1. Prices are expressed in euros, net, operate for supply ex warehouse and exclude VAT. No deduction or offset may be applied to the prices unless this has been agreed in writing.
- 3.2. Every payment must be made within thirty days after delivery, net in cash or by prepayment; the Customer shall have no right to any discount or offset that has not been explicitly agreed. Any other payment arrangements must be confirmed in writing. The Customer's rights to offset any claim against the Supplier or to suspend its obligations are hereby explicitly excluded.
- 3.3. The Supplier is entitled to demand security from the Customer. If the Customer fails to satisfy such a request, the Supplier shall be entitled to cancel the contract unilaterally without the Customer being entitled to any compensation and without prejudice to the Supplier's right to full compensation.
- 3.4. If the Customer breaches the time limit set out in paragraph 2 of this Article, it shall be in default by operation of law and due the statutory (trade) interest pursuant to Article 6:119(a) of the Dutch Civil Code (DCC) on the full amount of the invoice and the extrajudicial collection costs mentioned below, from the date when the invoice becomes due until the date of full and final settlement.

- 3.5. If payment is late, the Supplier shall be entitled to payment of the extrajudicial collection costs. These costs are fixed at 15% of the outstanding invoice amount including VAT, subject to a minimum of €250.00, without prejudice to the Supplier's right to payment of any other losses.

Article 4: Force majeure

- 4.1. If, after the finalisation of a contract, performance should prove to be onerous or impossible for the Supplier as a result of force majeure, the Supplier shall have the options of either cancelling the commissions insofar as yet unfulfilled at that point or else suspending its performance of them, in which case the Customer shall be notified as quickly as is possible, having regard to the circumstances of the case.
- 4.2. Force majeure exists in respect of the Supplier if, following the conclusion of the contract, it is prevented from fulfilling its obligations under that contract or from preparing to do so as a result of war, civil uprising, molestation, fire, water damage, inundation, strikes at work, occupation of business premises, lockout, restrictions on import and export, government measures, defects to machinery, disruptions in the supply of power or late supply of required raw materials and/or ancillary materials, any of these affecting the businesses of either the Supplier or third parties from whom the Supplier has to acquire the requisite equipment or raw materials, in full or in part, and likewise during storage or transportation, whether this is managed in-house or otherwise, and also by any (other) causes arising outwith the control or blame of the Supplier.
- 4.3. If the Supplier has already partially fulfilled its obligations at the point when the force majeure situation arises, it shall be entitled to invoice for the work already done and the Customer shall be obliged to pay that invoice.

Article 5: Delivery

- 5.1. A delivery period is only effective if it is confirmed by the Supplier in the written order confirmation or quotation that it issues. In such cases, the delivery period starts from the date when the order form is prepared by the Supplier and signed by the Customer. Delivery periods are never regarded as deadlines unless the parties agree to this in writing.
- 5.2. The delivery period shall be extended by any period during which the Supplier is prevented from fulfilling its obligations by force majeure.
- 5.3. Delays in delivery shall never entitle the Customer to suspend any of the obligations incumbent upon it vis-à-vis the Supplier.
- 5.4. Items sold are supplied ex warehouse unless the parties explicitly agree otherwise. Delivery is deemed to be accomplished by offering the items to the Customer at the agreed place and time, whether or not they are collected by the Customer. That point is when the time limit specified in Article 7.3 of these General Conditions commences. If, however, the delivery occurs later for reasons that are the fault of the Supplier, then the time limit specified in the previous sentence will commence at that later point. The Supplier is entitled to store or keep in store the items at the Customer's risk and expense and to issue an invoice for the costs of doing so to the Customer; in such cases, payment may not be subsequently refused on the basis that the items have not been collected.
- 5.5. If the Supplier is arranging for transportation, the items shall remain at its risk until they are delivered at the agreed delivery site. As soon as the transportation has arrived at the Customer, the latter is obliged to unload the items as quickly as possible. If the Customer fails to satisfy this obligation, it shall be liable for any consequent damage.
- 5.6. If delivery ex warehouse has been agreed, the items will be deemed to have been delivered as soon as they are loaded into the Customer's vehicle(s).

Article 6: Ownership and transfer of risk

- 6.1. As long as the Supplier still has any claim against the Customer (in relation to purchase price plus any interest and costs) based on the items supplied by the Supplier, those items will remain the property of the Supplier.

- 6.2. The Customer has no authority to pledge or otherwise burden any items that are supplied subject to a retention of title. The Customer is obliged to insure the items that are supplied subject to a retention of title and keep them insured against fire, explosion and water damage as well as theft. The Customer is obliged to exhibit the said insurance policy to the Supplier when first asked to do so. From the point of delivery, as defined in Article 5 of these General Conditions, the Customer bears the risk of loss or damage or other reduction in value affecting the items that have been delivered.
- 6.3. Should the Supplier demand the surrender of the items that are subject to a retention of title, in terms of paragraph 1 of this Article, as being the Supplier's property, the Customer hereby, in advance, grants unconditional and irrevocable permission to the Supplier or any third parties designated by the Supplier to enter all and any sites where the Supplier's property is or may be situated and to remove that property, if the Customer remains in default.
- 6.4. The Supplier must be notified immediately if any third parties allege that they have any rights in relation to items supplied by the Supplier, if the Supplier at that point still has a claim against the Customer for any amounts regarding the delivery of those items. In such cases, the Supplier shall be entitled to remove the items in question from the Customer and store them elsewhere. In such cases, the Customer shall be liable for all costs arising from the situation. The Supplier shall only be obliged to re-deliver these items once the Supplier has been paid in full or adequate security has been issued in relation to its claim(s).
- 6.5. If the Supplier demands the surrender of items that are subject to retention of title, pursuant to paragraph 1 of this Article, as being its own property, and removes those items or delivers them to a third party, then the Supplier's total amount due in terms of the claim against the Customer in relation to those items shall be reduced by the market value of the items thus removed, at the point when they are removed. The market value will in any case be equivalent to the purchase price achieved by a public or private sale to third parties of the items that have been recovered, all at the discretion of the Supplier. The Customer shall receive a credit note from the Supplier in relation to items that have been recovered and this may be offset against the Supplier's outstanding claim.
- 6.6. The Supplier is entitled to remove as many items from the Customer as will satisfy the Supplier's entire claim against the Customer, including costs, statutory interest and any compensation, from the sale proceeds of the removed items in terms of a public or private sale.

Article 7: Quality and warranty

- 7.1. The Supplier deals in used and new steel materials. 'Used material' is understood to mean material without any associated manufacturing certificate or warranty as to quality, which has been used for a previous project.
- 7.2. The Supplier accepts no obligation as to warranty whatsoever in relation to the quality of the sold used steel and delivered items.
- 7.3. The Customer must check the items immediately after delivery at the Supplier's premises for any deviations from what has been agreed. Any shortcomings must be noted on the bill of lading or consignment note. All shortcomings must also be reported in writing to the Supplier, within five days after delivery. The Customer must hold any items that display shortcomings for the Supplier and allow the Supplier an opportunity to inspect the items. The items must be stored separately and in a clearly identifiable way. Reporting a shortcoming does not entitle the Customer to any suspension of its obligations regarding payment. Any legal proceedings by the Customer must be raised not later than 1 year after a complaint has been submitted within the relevant time limits, on pain of nullity. If a defect is not reported to the Supplier in line with the foregoing provisions, the Customer shall no longer be entitled to rely upon the shortcoming.
- 7.4. The Supplier's obligations in the case of shortcomings in the items and/or the services supplied are limited to repair, re-delivery or crediting of the invoice amount pertaining to the defective items/services, all as the Supplier may freely choose.
- 7.5. Checking the weight, dimensions and quantities is undertaken at the expense and on the instructions of the Customer. Complaints must be filed in accordance with paragraph 3 of this Article, failing which the quantities, dimensions and weights mentioned on bills of lading, consignment notes, weighing certificates and suchlike will be deemed to have been acknowledged as correct. Complaints may only relate to weights, dimensions and quantities. If a complaint is not reported to the Supplier in line with the foregoing provisions, the Customer shall no longer be entitled to rely upon the shortcoming.
- 7.6. Deviations with a reasonable tolerance do not entitle the other party to any claim, replacement, payment for loss or any other right.

Article 8: Liability

- 8.1. Except in cases of intent or gross negligence, the Supplier is not liable for loss sustained by the Customer, whether that loss is based on a failure, an unlawful act or some other legal basis.
- 8.2. The Supplier is not liable for failures as a result of force majeure.
- 8.3. Under no circumstances is the Supplier liable for indirect loss, which is understood to include lost profits and turnover, building in and removal costs, loss of goodwill, lost savings, compensation (including penalties) due to third parties and loss arising from delays.
- 8.4. The Supplier is not liable for the loss resulting from missing an indicated delivery period, no matter the reason for this.
- 8.5. The Supplier is never liable for inaccuracies in data supplied by the Customer, including drawings and calculations, or for the consequences of these.
- 8.6. The Customer's right to rely upon a shortcoming in the items shall lapse if:
 - a. the items are exposed to abnormal circumstances or are dealt with in contravention of the instructions for use or otherwise carelessly or inexpertly; and/or
 - b. the items are stored for longer than normal and it is likely that a loss of quality has ensued from this.
- 8.7. To the extent that the Supplier is unable to rely in law upon paragraphs 1-6 of this Article, the Supplier's liability shall be restricted to:
 - a. the relevant amount paid out by the Supplier's insurer plus the Supplier's self-insured amount (excess) under the insurance policy in question;
 - b. in the absence of any payment by the insurer, 50% of the invoice amount.
The Supplier's liability for loss is limited at all times to a maximum of €5,000.00.
- 8.8. Employees, directors, representatives, suppliers and tradesmen hired by the Supplier are also entitled to rely upon the restrictions on liability contained in this Article.
- 8.9. The Customer indemnifies the Supplier in respect of all claims by third parties for compensation of loss or otherwise and also in respect of all costs and losses incurred and to be incurred by the Supplier in connection with such claims, arising directly or indirectly from or associated with the items and/or services sold, delivered or to be delivered by the Supplier to the Customer, including any work and opinions.

Article 9: Cancellation

- 9.1. Cancellation of a commission is only possible if the Supplier agrees to this in writing and on such terms as may be imposed by the Supplier in each case, including payment for lost profits.
- 9.2. The Customer is obliged to indemnify the Supplier at all times in respect of claims by third parties resulting from the cancellation of the commission.

Article 10: Disputes

- 10.1. The law the Netherlands applies to all contracts, transactions and legal proceedings that are subject to these General Conditions.
- 10.2. The application of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) is excluded, as are any existing or future international regulations regarding the sale of moveable property if their effect may be excluded by the parties.
- 10.3. All disputes that may arise between the parties and that are associated with the contracts, transactions and legal proceedings that are subject to these General Conditions shall be determined exclusively by the competent Court in the Netherlands within whose jurisdictional area the Supplier's registered office is situated, except that the Supplier shall continue to be entitled to submit a dispute to the Court that would have had jurisdiction in the absence of this provision.

Article 11: Conversion

- 11.1. If any provision in these General Conditions proves to be null and void or is nullified at law, this will have no impact on the effectiveness of the remaining provisions. In such cases, the Supplier shall be entitled to replace the provision in question by another provision that approximates the scope of the void or unenforceable provision as closely as possible, without however being void or unenforceable.