

General conditions

GENERAL SALES AND DELIVERY CONDITIONS OF RG MACHINERY N.V. established in Cuijck (2018)

Registered with the Chamber of Commerce under number 71054855

Article 1: Definitions

1.1 RG MACHINERY N.V (CoC 71054855) and its affiliated operating companies, as well as its successors in title under general title are the user of these general conditions and will in the following be referred to as: "we" and "us".

1.2 By "counterparty" and/or "client" is intended any (legal) person we direct our offers at, as well as those who address their offers to us, and those who grant us an assignment and/or those we enter into an agreement with, and furthermore those with whom we have any type of legal relationship, and except those, their representative(s), authorised representative(s), successor(s) in title, and heir(s).

1.3 All sister, daughter, and mother companies and/or other companies belonging to RG MACHINERY N.V. are referred to as "subsidiary companies".

Article 2: Applicability

2.1 These general conditions are applicable to all our offers, agreements, assignment agreements (stipulating the carrying out of activities by us), as well as all legal transactions, deliveries, activities and services conducted by us, as well as services sold through us, also including all pre-contractual situations as well as legal relationships entered into with us in the future regarding, amongst other matters, the sale of (second-hand) machines,(commercial) vehicles, components and accessories, the carrying out of repair, maintenance, and other activities on the products and/or machines and/or vehicles, and services associated therewith. Any such general conditions as may be applied by the counterparty are rejected and are not valid.

2.2 Derogations and additions to these general conditions only bind us if they have been established in writing.

2.3 In case it turns out that one or more provisions in these general conditions violate the law, the other provisions of these general conditions remain fully effective.

2.4 In case of conflict between the content of the agreement concluded between the counterparty and us and these general conditions, the provisions from the agreement apply.

2.5 If we do not constantly demand strict compliance with these conditions, this does not mean that the provisions thereof are not applicable, or that we were to lose the right in any degree to demand strict compliance with the provisions of these conditions in other cases.

Article 3: Offers

3.1 All our offers and quotations are non-committal, unless they contain a term for acceptance, in which case the offer lapses after this term.

3.2 Modifications and/or pledges made after the offer, whether made by us verbally or in writing, comprise a new offer, whereby the previous offer has lapsed.

3.3 If an acceptance by the counterparty deviates from the offer, this counts as a new offer of the counterparty and as a rejection of our entire offer, even if there only is a deviation on minor points.

Article 4: Adoption

4.1 The agreement is adopted, to the extent applicable within the term established by us, at the moment of receipt by us of a written acceptance of an offer. If the counterparty makes an offer and/or grants an assignment, at the moment that we have approved and confirmed the offer and/or the assignment in writing or when we have made a start with the implementation of the assignment.

4.2 If the counterparty has accepted the offer through electronic channels, the agreement is only adopted after we have approved and confirmed it in writing. For as long as the receipt of this acceptance has not been approved and confirmed by us in writing, the agreement has not been adopted yet.

4.3 Additional arrangements, modifications and/or pledges made after the agreement, made either verbally or in writing by our staff, representatives, sellers, or other intermediaries, are not binding, unless they are confirmed by us to the counterparty in writing.

4.4 Orders placed through intermediaries, also including agents, representatives, or resellers only have legal validity after we have confirmed them in writing. Verbal arrangements and clauses are only binding after they have been confirmed in writing by persons authorised to such effect by us.

Article 5: Prices

5.1 The prices submitted by us are net prices and are listed exclusive of sales tax and other government levies that the sale and/or delivery and/or implementation of the agreement are subject to and/or of charges by third parties (also including transaction costs of banks) and are based on delivery ex our establishment, barring to the extent established otherwise in writing.

5.2 The prices submitted by us are listed in Euros, or in another currency established by us; any possible exchange differences are at the risk of the counterparty, unless further established in writing.
5.3 In case the payment term in Article 7.1 is exceeded, we reserve ourselves the right to bill any possible exchange differences by way of a proportional price increase.

5.4 We reserve ourselves the right to bill a proportional price increase to the counterparty if after conclusion of the agreement an increase, whether or not foreseen, occurs to one or more price-determining factors and/or statutory levies, e.g., wages, insurance fees, materials, (transport) rates (of third parties) and rates changes.

5.5 If not expressly established otherwise in writing, delivery costs, service charges, and costs for shipping, etc. are never included in our prices.

5.6 Price increases that flow from additions and/or modifications to the agreement are borne by the counterparty.

5.7 Costs arises because the counterparty has failed to make possible the implementations of the agreement and/or because circumstances occur that can be attributed to the counterparty as a result of which costs have arisen from our part, are billed by us to the counterparty.

5.8 We are not liable for any possible errors in the texts of printed material, (on-line) advertising and/or other forms of marketing expressions.

Article 6: Cancellation

6.1 In case of cancellation by the counterparty, we have the right to withhold a part of the down payment equal to 10% of the sales price with a minimum of € 1,500 per object on account of a cancellation fee and not to refund such, without prejudice to our right to demand additional compensation if the costs incurred (also including delivery, storage, insurance, and parking costs) are higher than the amount of the down payment.

Article 7: Payment

7.1 The counterparty is obligated to pay all invoices before the delivery of the relevant matters or before, respectively, the carrying out of the relevant activities/services, unless expressly established otherwise in writing. We will not deliver the relevant matters any sooner or carry out the relevant activities and/or services respectively, than after full settlement of all invoices. All invoices must be settled no later than 8 days, unless expressly established otherwise in writing, after adoption of the agreement by the counterparty.

Setoffs against claims the counterparty contends to have against us are not permitted.

7.2 We have the option, however, of approving postponement of payment. We are thereby entitled to let the established discount lapse so as to demand, with retroactive effect, 2% of interest over the outstanding amount per month from the counterparty and to demand € 35 of parking charges per machine or vehicle from the counterparty. We thereby retain the right at all times to rescind the agreement either completely or partially at a later stage.

7.3 The counterparty is obliged to have settled a down payment within two days after adoption of the agreement of at least 10% of the gross sales value of the objects with a minimum of €1,500 per object, or another amount to be established by us in the agreement or an appendix thereof. In case of the failure to pay (timely), we have the right to suspend compliance with our obligations.

7.4 If the down payment referred to in article 7.3 is not received by us within two days, we have the right, without default notice and without judicial intervention, to rescind the agreement or a part thereof.

7.5 If the counterparty wishes to export an object at own expense and risk, outside the European Union, the counterparty must have settled a guarantee before the delivery of the object, which is refunded after the object has been exported (and deregistered) electronically correctly. Unless established otherwise in writing, per object a guarantee applies in the amount of the Netherlands VAT.

7.6 In the absence of (timely) payment of sums of foreign currencies, within the term(s) intended in article 7.1 or 7.3, we reserve ourselves the right to pass on currency fluctuations with respect to the Euro to the counterparty.

7.7 Payments made by the counterparty always serve for the settlement of all interest and costs owed and subsequently to settle the claims from the agreement that have been payable the longest, even if the counterparty states that the settlement regards another claim.

7.8 Jochems Machinery B.V. and/or their corporate group, for which they act as the authorised representative with regard to what is established in this article, are always authorised to set off everything we, both separately and jointly, have to claim from and/or owe to the counterparty, against everything the counterparty has to claim from us and/or owes us, or otherwise to appeal in the matter of (one or more of) those claim(s) to a right of suspension. Jochems Machinery B.V., their corporate group and the counterparty establish that the authority to set off is extended and therefore that reciprocity is not required for setoffs.

7.9 In case of (an application for) liquidation, insolvency, bankruptcy, or suspension of payments of the counterparty, the claims, on any account whatsoever (including those of the parties mentioned in article 7.8) on the counterparty are immediately exigible.

7.10 Cash payments can only be made with due regard for the legal requirements and upon presentation of a valid ID. The receipt issued by us thereby serves as the sole valid proof of payment.

Article 8: Delivery time, delivery, risk

8.1 Delivery times are determined in mutual consultation, but the delivery times submitted by us and/or delivery dates submitted can never be considered strict time limits, unless established otherwise in writing.

8.2 If the overrunning of the term or the delivery time cannot be attributed to us, the counterparty can never claim entitlement to compensation of damages or rescission of the agreement. If we deploy a third party, such as a transporter, for the deployment of an agreement with the counterparty, we are not liable for damage of the counterparty in connection with shortcomings of this third party.

8.3 If delivery occurs inclusive of transport and/or shipping, such transport and/or shipping is at the expense and risk of the counterparty. This means that all costs in connection with this transport are borne by the counterparty and the counterparty bears the risk of the going lost, damaging, and late delivery of the purchased matters, as well as the risk that agencies bill (unexpected) costs in connection with this transport, such as the costs of control of the shipment by customs authorities. We expressly exclude our liability for all damage that occurs upon (having) loaded and transported and/or shipped matters by us for the cases in which that damages is related to the freight not being fastened properly and/or an exceeding of the maximum axis load and mass of the materiel used for such transport and/or the exceeding of the maximum dimensions permitted for the transport and/or shipping.

8.4 If we take care of the forwarding upon request of counterparty or if the established parity of the ICC INCOTERMS imposes such care on us, the timing, manner of forwarding, and the sending route are at our option. A transport insurance is only taken out by us if it has been expressly established in writing with the counterparty; all related costs are for their account.

8.5 At least 2 business days before the object will be picked up, the counterparty must communicate in writing whether they wish a transport insurance.

8.6 Delivery occurs ex our establishment.

8.7 If counterparty does not accept the matters within the established term or fails to enable us to deliver the matters, they fall into default immediately and the matters will be stored at the expense and risk of the counterparty. If the counterparty refuses to accept the matters within the term set by us, we have the right to rescind the agreement completely or partially and to dispose of the matters in a manner to be determined by us, without being bound to compensate damages for this. We have the right to deduct our claim from the proceeds.

8.8 The risk of the sold products, machines, and vehicles is transferred from us to the counterparty at the moment of delivery. In case of the sale of a vehicle, the counterparty is obliged to insure the vehicle as from the moment of delivery.

8.9 All purchased products and services must be taken as a whole; a down payment cannot be used to pay a part of an order. Deliveries in batches are only possible by way of a modification to the order confirmed in writing.

8.10 In principle, machines and vehicles are sold without registration and documentation. The counterparty must assess itself whether the available registration, machine, vehicle, and export documentation, or such as may be provided by us, is sufficient for import or registration in the country of destination. In no manner are we either responsible or liable for this.

8.11 If we do not have the registration, machine, vehicle and/or export documentation wanted by the counterparty and we are nevertheless confident that this documentation will be obtained by us, we will provide an indicative date of entry, from which no rights whatsoever can be derived by the counterparty. In the event that counterparty were to have purchased a machine or vehicle from us and wish to commission it already before all documentation is available, this occurs entirely at the own risk of counterparty and any possible damage as a result thereof cannot be claimed from RG MACHINERY N.V. The (subsequent) delivery of the relevant documentation regards merely a best-effort obligation of RG MACHINERY N.V.

Article 9: Warranty, exclusion liability

9.1 For used machines, vehicles, and components it applies that they are sold without any form of guarantee and in a condition as seen by counterparty on the website or at the sales location and approved by the counterparty. We are not liable for any possible hidden or visible defects. This exclusion of liability also comprises liability for consequential damage and the going lost totally or partially of the sold matters as a result of the effect of hidden defects that were present at the time of delivery, for instance for major mechanical damage or destructive fire as a result of a relatively small hidden defect, such as a fuel supply leaking minimally. For used machines, vehicles and/or

components, warranty is exclusively provided if and to the extent specifically stated in the sales agreement.

9.2 If counterparty appeals to the warranty provided by us in the relevant purchase agreement, i.e., file complaint, we will assess the warranty, i.e., the complaint and if necessary process it with due regard for what is established regarding in the agreement, Warranty claims and claims in connection with non-conformity alleged by and the counterparty are not transferable to third parties. All warranty requests and/or complaints must be submitted at info@rg-machinery.com.

9.3 All rights and claims of the counterparty in connection with defects to the sold matters lapse if they do not file a legal procedure within two months after becoming aware of those defects and in any event three months after delivery of the sold matters.

Article 10: Machine and Vehicle history

10.1 When advertising matters, we generally base ourselves on information available with the matters deriving from third parties and the exterior condition of the matters. In principle, we do not control such information provided by third parties for accuracy and we do not conduct a (technical) investigation either. We do not contact dealers, for example, in order to inquire about the maintenance history of a machine and we do not disassemble parts to investigate the state of a machine. From errors or apparent writing mistakes in the information provided by us (on our website) based thereon, no rights can be derived by the counterparty.

10.2 The counterparty has the right to attempt upon own initiative to retrieve the aforementioned information on machine(s) and vehicle(s). If so desired, we will thereby render our assistance. The costs of this investigation will be borne by the counterparty.

Article 11: Retention of title

11.1 Delivery takes place under retention of title. The property of the products and/or machines and/or vehicles, notwithstanding the factual delivery, only passes to the counterparty after the latter has settled all our claims regarding the compensation for the products delivered or to be delivered by us to the counterparty pursuant to the agreement, or any comparable agreement, or for the activities conducted or to be conducted for the counterparty pursuant to such agreement as well, as well as in the matter of claims on account of falling short in complying with such agreements.

11.2 Client is obligated upon first request of RG MACHINERY N.V. to provide substitute and/or additional securities.

11.3 The consequences of the retention of title for a matter intended for export in the field of property law are governed by the legislation of the state of destination if such law contains more favourable provisions for RG MACHINERY N.V.

11.4 For as long as he has the matters delivered under retention of title under his control, the client is obliged to handle these matters with care and if necessary to maintain them diligently, all matter at own expense. The client is also obligated to insure and keep insured the intended matters at own expense at a sound insurance company against risks indicated as such by RG MACHINERY N.V. , such as fire, theft, and other cause of loss, besides liability for damage in connection with these matters under provisions and clauses and up to amounts as desired by RG MACHINERY N.V. The policies and the proofs of payment of the fees must always upon first request be shown to RG MACHINERY N.V. In case of claims or attachments by third parties on matters delivered under retention of title, client is obligated to take all measures that are necessary for the maintaining of the rights of RG MACHINERY N.V. If so desired, RG MACHINERY N.V. can also proceed or let proceed with the taking of measures itself and bill the costs incurred in the matter to client.

11.5 RG MACHINERY N.V. or a person to be designated by them always has free access to the company of client in order, if necessary, to recover the matters delivered under retention of title. By the company is intended here all buildings and yards, premises, cabinets, basements, storage areas and other locations where the matters are located, should be located or can reasonably be assumed to be located.

Article 12: Rescission

12.1 If the counterparty does not, does not timely or not properly, despite summation including a reasonable term, comply with any (payment) obligation flowing from any agreement concluded with us, as well as in the case of suspension of payments, application for the suspension of payments, bankruptcy, placement in receivership, or liquidation of the enterprise of the counterparty, we have the right, without default notice and without judicial intervention, to rescind the agreement or a part thereof, whereby the entire down payment will be withheld on account of a cancellation fee and not be refunded, without prejudice to our right to demand additional compensation if the costs incurred (also

including delivery, storage, insurance, and parking costs) are higher than the amount of the down payment.

12.2 In cases whereby the preceding article section does not provide grounds (yet) for the rescission of an agreement or a part thereof, we have the right until the moment that the relevant matters and/or services have been delivered to the counterparty, without default notice and without judicial intervention, to rescind the agreement or a part thereof. If we exercise this right, we do not owe compensation to the counterparty for this, nor do we become indebted towards the counterparty on such account.

Article 13: Suspension and retention right

13.1 We are authorised to suspend our performance (whereby must also be understood future partial deliveries) if the counterparty is not compliant with one or more of its obligations or if circumstances that we have become aware of provide us with legitimate grounds to fear that the counterparty will not comply with its obligations, barring to the extent provisions of mandatory law prohibit such to us.

13.2 We can exercise the right of retention on all matters of the counterparty that the implementation of the agreement is in regard to and which we have the factual control over in the context of the agreement, if the counterparty does not or does not completely fulfil the obligations related to the implementation of the agreement, or of other agreements concluded with the counterparty.

13.3 We have the right to claim the damages (thereby also including loss of interest) that we have incurred and the expenses we have had to make in the matter of the care for the matters we have under our factual control (also including parking and storage costs) from the counterparty.

Article 14: Sale with trade-off

14.1 If upon the sale of a machine and/or vehicle against the trade-off of a machine and/or vehicle, the counterparty, in expectance of the delivery, continues to use the machine and/or vehicle to be traded in, then the counterparty is subject to the obligation to take care of the machine and/or the vehicle as a responsible proprietor.

14.2 The machine and/or vehicle to be traded in only becomes our property at the moment we obtain the factual control over this machine and/or vehicle.

14.3 The machine and/or vehicle to be traded in is free from financing and obligations vis-a-vis third parties.

14.4 Unless established otherwise in writing, matters sold/traded in to us by the counterparty must be complete, in proper conditions, and free from hidden defects.

14.5 Unless established otherwise in writing, all documents associated with the machine and/or het vehicle must be handed over to us at the moment that the machine and/or the vehicle becomes our property.

14.6 During the use mentioned in section 1 of this article, the risk for the machine and/or the vehicle lies with the counterparty and all costs, especially those of maintenance and any possible damage arisen due to any cause whatsoever, also as a result of loss, also including not (being able to) hand in the valid, complete proof of license and/or registration and any other possible official documents are borne by the counterparty.

14.7 If the machine and/or the vehicle to be traded in in our opinion at the moment we obtain the factual control of that machine and/or that vehicle is no longer in the same condition as at the time of conclusion of the agreement, we are authorised to refuse the trade-in and to demand settlement of the established purchase price of the machine and/or the vehicle, or to reappraise machine and/or vehicle to be traded in and to consider the value at such time.

14.8 If the machine and/or the vehicle to be traded in in our opinion manifests defects that could only be identified after the factual provision but for which it is certain by objective standards that those defects were already present at the moment of conclusion of the agreement, the counterparty must compensate the damage that arises for us as a result. Included in damage is the decrease of the appraisal value.

Article 15: Force majeure

15.1 In case force majeure delays or prevents the implementation of the agreement, we are authorised to rescind the agreement in writing, without this conferring any entitlement to compensation of damages to the counterparty.

15.2 By force majeure on our part is also intended any circumstance arisen outside our control, by which the normal implementation of the agreement is prevented. Considered as such circumstances entailing force majeure in any case are: if production and/or delivery of a certain matter is discontinued; if we have sold to the counterparty a machine and/or vehicle still to be traded in and this machine and/or this vehicle, due to circumstances that cannot be attributed to us, cannot be delivered to the counterparty; loss, damaging and/or delays during and due to transport, extreme illness absenteeism of staff, actions/measures at customs, also including (temporary) closure of certain geographical areas, fire, theft, and other serious disruptions at our company or at our suppliers.

15.3 If the manufacturer, importer, or supplier applies modifications or (construction) changes to a product, we reserve ourselves the right to deliver the altered product, on condition the altered product possesses at least the normal characteristics of use as the original product, if and to the extent established in writing between us and the counterparty.

Article 16: Liability

16.1 Barring wilful intent or deliberate recklessness on our part or our management (also including managing subordinates), our liability is excluded, regardless of whether such claim is based on an agreement concluded with us, on an unlawful act, or otherwise.

16.2 In case we were to be liable for damage, our liability is always limited to direct damage to matters or persons and never includes any possible business damage or other consequential damage, also including loss of income and costs in connection with the leasing of substitute machines and/or vehicles.

16.3 In case we were to be liable for damage, our liability is furthermore limited to the price for which the counterparty purchased the product, or to an amount that was paid by the counterparty for the assignment, or rather to a maximum of the current value of the relevant vehicle.

16.4 We are never liable for damage caused by activities that are not a part of our normal activities and are conducted by us as a manner of service upon express request of the counterparty. These activities occur at the expense and risk of the counterparty. Nor are we liable for damage that flows from the inaccuracies in free advice.

Article 17: Deviating clauses

17.1 If upon the sale of certain products from us special conditions of us have been established, such special conditions prevail to the extent they regard those certain products, if they were to arise in conflict with the underlying general conditions. Otherwise, these general conditions retain their validity.

Article 18: Processing of data

18.1 The data of the counterparty are processed by us. We also have the right to provide such data to third parties. To the extent it regards the processing of personal data, it is processing in the sense of the General Data Protection Regulation (GDPR). Based on this processing, we can carry out the agreement, comply with the warranty obligations towards the counterparty, provide optimal service, timely provide the counterparty with product information and personalized offers. If it regards the processing of personal data for the purpose of direct mailing, such objection as may be submitted to us is honoured.

18.2 The counterparty is aware that machines and vehicles sold by us (may) be equipped with software systems that store information about the vehicle. The counterparty safeguards RG MACHINERY N.V. against any liability concerning.

Article 19: Sanctions

19.1 The counterparty declares they will not resell the goods purchased from RG MACHINERY N.V. to parties that are included on the EU sanctions lists and/or the OFAC Specially Designated Nationals And Blocked Persons List (SDN), nor to resell them (to parties) in the countries Syria, Iran, North Korea, Sudan, and Cuba.

Article 20: Applicable law, competent court, and choice of court

20.1 The provisions of the Vienna Commercial Convention are not applicable, nor are any future international arrangements in the matter of the purchase of movable goods, the effect of which can be excluded by parties.

20.2 To all agreements concluded with us and all (other) legal relationships between us and the counterparty, Netherlands legislation is applicable.

20.3 All disputes flowing from or related to the agreement are exclusively submitted, to the extent provisions of mandatory law do not oppose such, to the competent court of law in the district of Oost-Brabant.