

GENERAL TERMS AND CONDITIONS OF BEVERDAM MACHINERY BV, Import & Export, VRIEZENVEEN

1. GENERAL

- a.** BEVERDAM MACHINERY B.V. mainly supplies used agricultural and road construction machinery and rolling stock and is also active in the field of repairs and maintenance.
- b.** The General Terms and Conditions apply to all offers, assignments and agreements of the limited liability company Beverdam Machinery B.V., having its registered office in Vriezenveen and registered in the trade register under number 57633363, hereinafter referred to as BEVERDAM, with its principals or customers, as well as to all activities arising therefrom. By placing an order, the customer accepts these General Terms and Conditions, which have been filed with the Chamber of Commerce and are available on request.
- c.** Purchasing or other terms and conditions of customer and or other party do not apply.

2. OFFERS AND QUOTATIONS

- a.** All prices provided by BEVERDAM in brochures, price lists, leaflets and on our website are without obligation. Prices and conditions, both verbally and in writing, are valid 30 days after the date of quotation, unless otherwise stipulated in the quotation. Quotations and offers made by a foreign branch of BEVERDAM are only binding for BEVERDAM if they have been confirmed by BEVERDAM in writing or by e-mail.
- b.** BEVERDAM has the right to correct errors, including typing and writing errors in price lists, offers, quotations and invoices, by demonstrating that the prices and/or conditions mentioned deviate significantly from the prices and/or conditions that they apply usually.

3. ORDERS

- a.** In principle, every agreement is only concluded and commences at the moment that the offer and/or order confirmation drawn up by BEVERDAM has been signed by the customer, or has been received back approved . If the customer has made a down payment, he is deemed to agree with the offer and/or order confirmation.
- b.** Orders by customers can be placed in writing, by e-mail and by telephone. These orders are only valid if they are confirmed by BEVERDAM in writing or by e-mail.
- c.** It is advisable for customers to check an ordered device before entering into the contract.
- d.** If a customer, when placing an order, only relies on an image or description of the object by e-mail or brochure, any shortcomings according to the customer are not attributable to BEVERDAM.

4. DIMENSIONS, WEIGHTS AND TECHNICAL DATA

The technical data, applications, weights and colours indicated in our offers, brochures, price lists, letters, quotations and website are given approximately as accurately as possible, but no

consequences can be derived from these. The customer must take into account normal variations. Customer acknowledges that BEVERDAM sells used products.

5. DELIVERY

a. The delivery of goods shall take place from the business location of BEVERDAM in the Netherlands, unless determined otherwise in writing.

In the case of home delivery, all costs incurred in this respect, including insurance, will be charged on to the customer.

b. Delivery times are set to the best of our knowledge and will be observed as much as possible, but are not binding.

If the delivery time is exceeded by more than 45 days, the customer will be contacted.

c. In the event of delivery on demand, without any deadlines having been agreed upon, BEVERDAM can summon the customer to call up the goods within a period of time to be determined in all reasonableness by BEVERDAM.

6. COMPLAINTS

Customer must inspect the goods upon purchase at BEVERDAM's business location or upon delivery and report any discrepancies as soon as possible. On delivery, this must be done in writing or by e-mail within 24 hours.

7. PRICES AND PAYMENT

a. Prices are exclusive of VAT, to be delivered from the business location or otherwise according to the quotation.

b. If BEVERDAM has no right to deduct VAT on input, no VAT will be charged to the customer.

The above also applies if it concerns a margin object. If this is the case, a statement must be prepared and signed.

c. BEVERDAM can demand a guarantee and/or down payment from the customer. These agreements will be established in writing.

d. If in case of delayed delivery (longer than 3 months after quotation) prices due to unforeseen causes (including sales prices of suppliers, currency changes, taxes and other levies, freight surcharges, etc.) are strongly influenced, the price can be adjusted by mutual agreement or the purchase can be fully or partially canceled by both parties. This with the exception of the situation set out in Article 8 of these general terms and conditions.

e. Payment of the invoice amount by the customer must be made within 14 days of the invoice date, unless agreed otherwise in writing, without any right to discount or set-off.

f. If special parts have to be ordered for maintenance or repairs, these will normally be invoiced and will not be credited if the customer refrains from repair or maintenance.

g. If payment is not made on time, the customer will be in default without a reminder and 1.5% interest per month, or part thereof, will be due after the 30th day after the invoice date, and this surcharge clause will be applied.

h. If BEVERDAM hands over an unpaid invoice for collection, a legal procedure clause applies and all judicial and extrajudicial costs incurred, including costs for legal assistance, are explicitly understood to be at the expense of the customer, with a minimum of € 75,--.

8. STORAGE

If goods are stored for the benefit of the customer, this shall be done at the customer's expense and risk, unless agreed otherwise in writing. For storage longer than 30 days BEVERDAM may charge a fee. If required, these goods can be insured by BEVERDAM at the expense of the customer.

9. DAMAGE, LIABILITY AND WARRANTY

a. BEVERDAM gives no guarantee on the goods to be delivered/work to be carried out, due to the nature of the work and the fact that BEVERDAM works with used materials . If a guarantee is agreed upon, this will be explicitly confirmed in writing.

b. BEVERDAM is only liable towards the customer for damage that is the direct result of a (coherent series of) attributable shortcoming(s) in the execution of the agreement, and only for direct damage.

c. The liability of BEVERDAM is limited to the amount which, according to BEVERDAM's liability insurer, is paid out in the case concerned, plus any excess to be borne by BEVERDAM under the insurance policy.

d. The condition for the existence of any right to compensation is in any case that the customer, after the occurrence or the observation of the damage, notifies BEVERDAM by registered letter or e-mail as soon as possible, but at the latest within 14 days after the observation of the damage.

e. If and to the extent that goods are covered by the guarantee, a guarantee will be given on material and manufacturing defects for a period of 1 year from the date of delivery.

f. BEVERDAM is not liable for defects and shortfalls that arise after delivery and/or acceptance, as a result of normal wear and tear, incompetent and/or improper use or lack of care.

g. For direct or indirect damage to third parties, caused by or in connection with goods delivered by BEVERDAM, BEVERDAM is not liable.

10. FORCE MAJEURE

a. Force majeure on the part of BEVERDAM shall mean that, at its own discretion, BEVERDAM shall not have to fulfil its contractual obligations and may dissolve the agreement, or suspend its fulfilment, without BEVERDAM being obliged to pay any compensation to the customer.

b. Force majeure is considered to include: default by suppliers, carriers or other third parties involved in the agreement, traffic congestion, natural disasters, war and/or mobilization, obstructive measures by any government, fire, accidents in the company of BEVERDAM or that of our suppliers and illness of employees and, more generally, any shortcoming which cannot be attributed to

BEVERDAM because it is not due to its fault and which is not at its expense by virtue of the law, a legal act or generally accepted opinion.

11. CANCELLATION AND NON-PICKUP

a. If the customer wishes to cancel an agreement concluded in whole or in part, he shall owe an amount of 35% of the agreed price, plus the costs incurred by BEVERDAM, if BEVERDAM complies with this request and without BEVERDAM being obliged to provide any proof of compensation. If BEVERDAM proves that they have incurred a higher damage, the customer is due this higher amount.

b. If the customer has already made a down payment, but does not pick up the machine 30 days after the agreed delivery date, the agreement concluded will be dissolved legally. BEVERDAM is entitled to keep the already received down payment as compensation for, among other things, the costs incurred by BEVERDAM for storage and suchlike.

12. OWNERSHIP

a. The goods delivered by BEVERDAM within the framework of the agreement shall remain the property of BEVERDAM until the customer has properly fulfilled all obligations under the agreement(s) concluded with BEVERDAM.

b. BEVERDAM has the right to recover these goods if they have not been paid for within 30 days of the invoice date. This does not release the customer from the obligation to pay for damages and loss of profit.

c. The goods delivered by BEVERDAM, which are subject to retention of title pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The customer is not authorised to pledge or otherwise encumber the goods falling under the retention of title.

d. The customer must always do everything that can reasonably be expected of him to safeguard the property rights of BEVERDAM. If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the customer is obliged to inform BEVERDAM of this immediately. Furthermore, the customer undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage, as well as against theft, and to make this insurance policy available for inspection by BEVERDAM at its first request. In the event of any payment under the insurance policy, BEVERDAM is entitled to these amounts. To the extent necessary, the customer undertakes in advance to BEVERDAM to cooperate in everything that might be necessary or desirable in that context.

e. In the event that the Contracted Party wishes to exercise the property rights referred to in this article, the customer will give its unconditional and irrevocable prior consent to the Contracted Party and third parties to be appointed by the Contracted Party to enter all those places where the Contracted Party's property is located and to recover it.

f. BEVERDAM reserves the right of retention.

13. RISKS

Goods are at the risk of BEVERDAM until such time as they have been placed at the actual disposal of the customer or third parties appointed by the customer. If the customer wishes BEVERDAM to store goods for him, these must be insured by the customer during storage and transport.

14. SANCTIONED COUNTRIES

- a.** As part of the measures taken against persons, organisations and/or countries as a result of a violation or threat to international peace and security, BEVERDAM declares that it will not carry out any transactions with countries that are included in a sanctions list. These are sanctions lists included in the European Union's list (available at http://eeas.europa.eu/archives/docs/cfsp/sanctions/docs/measures_en.pdf) and countries included in OFAC's list (<https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx>)
- b.** The customer is prohibited to sell/move (part of) the delivered goods to a sanctioned country that is described on one of the above-mentioned websites, or that is known to one of the above-mentioned authorities.
- c.** BEVERDAM is not responsible if the customer resells the delivered goods to a sanctioned country.
- d.** BEVERDAM has the right to withdraw an offer, or to immediately dissolve a current agreement, if it suspects that the regulations with regard to the sanctioned countries are not being complied with.

15. TERMINATION

Should one of the parties apply for a suspension of payment or file for bankruptcy, the other party has the right to declare the concluded agreement(s) dissolved, by registered letter, or, at its discretion, to suspend the fulfilment of its obligations. All amounts due to the party entitled to terminate the contract become immediately due and payable at that time. The rights to non-fulfilment of obligations remain fully reserved to the party concerned, including the express right of ownership of the delivered goods.

16. APPLICABLE LAW

All agreements to which these General Terms and Conditions apply are governed by Dutch law.

Any disputes will only be subject to the judgment of the competent court within the jurisdiction of Almelo.