GENERAL SALES AND DELIVERY TERMS AND CONDITIONS BEGE POWER TRANSMISSION

1.General

a. These General Terms and Conditions ("GTC") are applicable to all offers of BEGE Power Transmission. (CoC number 28059728) ("BEGE"), and on the conclusion, the content and the compliance with all agreements concluded between BEGE and the Buyer.
b. "Buyer" will be understood as the person that requests an offer from BEGE and/or buys goods.
c. Other terms and conditions only form part of the agreement, if and insofar as BEGE and the Buyer agree to such in writing explicitly. Applicability of (general) terms and conditions of the Buyer is explicitly rejected.
d. In case of a contradiction between the stipulations of the agreement and the GTC, the stipulations of the agreement shall prevail.

2.Offers

a. Offers of BEGE always take place in writing and are non-binding, unless these contain a term for acceptation. Verbal promises are not binding BEGE**.** If a non-binding offer is accepted by the Buyer, then BEGE has the right to recall the offer within three working days after receipt of the acceptation. An offer or special offer becomes void if the product to which the offer or related special offer has become unavailable in the meantime.
b. All prices mentioned by BEGE are "Ex Works" (in accordance with Incoterms 2010), unless explicitly stated differently, and are exclusive of VAT.
c. Theoretical calculations, drawings, sketches, designs and supportive documents made by BEGE are an approximation of the practical field conditions and are made with the information provided. The outcome and results should be used as a non-binding advice. The exact practical circumstances are not known to BEGE and therefore we are not liable for any deviating results in the practical field or for any consequential loss caused by errors or deficiencies

3.Communication

a. All communication between BEGE and the Buyer can take place electronically unless the law determines differently.
b. If the GTC or the agreement stipulates that a declaration should be made in writing, then this can also be done electronically, provided that the electronic message is printable or can be stored on a sustainable information carrier.
c. The Buyer is responsible for the storage and/or printing of electronic communication. The version of the electronic communication stored by BEGE is regarded as the proof thereof, except for proof to the contrary by the Buyer.
d. Except for proof to the contrary, electronic communication is deemed to have been received on the day of sending. If electronic communication has not been received as a consequence of the ICT problems of the Buyer, then this will be for the account and risk of the Buyer.

4.Delivery

a. Delivery times are only stated by approximation; BEGE has in that regard the obligation to make an effort. Each liability of BEGE for exceeding the delivery time is excluded.. Exceeding the delivery term stated by approximation does not give the Buyer the right to dissolve the agreement unilaterally.
b. Unless explicitly been agreed delivery free of charge to address Buyer, the risk for the delivered good is transferred to the Buyer at the moment of delivery, even when the ownership has not been transferred yet. If BEGE arranges for the transport, then BEGE will conclude transport insurance for the benefit of the Buyer, unless explicitly agreed differently.

5.Invoicing and payment

a. Unless agreed differently, sales take place in cash and without any discount. Payments must take place within 30 days after the date of the invoice. If after the expiration of this term no (full) payment has been received by BEGE, then the Buyer is in default and he is liable to pay interest equal to 1% per month, whereby a part of a month is regarded as a full month. All costs made by BEGE such as out-of-court and in-court costs, therein including the costs for legal assistance, bailiffs and collection agencies, made in connection with too late payments, will be for the account of the Buyer. The out-of-court costs are set at a minimum of 10% of the amount of the invoice, with a minimum of €150 exclusive of VAT.
b. In deviation of what might have been agreed regarding payment, BEGE has at all times the right to claim payment for already delivered goods respectively of activities executed, before delivering any further or execute activities, as well as also the right to request advance payment.

6.Retention of ownership

a. After delivery BEGE shall remain the owner of all goods delivered by it for as long as all its current and future claims regarding the deliveries of goods and related activities, the amounts referred to in article 5 of these GTC, the costs of collection and its other costs and damage, have not fully been paid.
b. For as long as a retention of ownership rests on delivered goods, the Buyer may not encumber these outside his normal conduct of business.
c. After BEGE has claimed its retention of ownership, it may repossess all of its delivered goods. The Buyer shall allow BEGE to access the place where these goods are located.
d. If BEGE cannot claim its retention of ownership as a consequence of legal mixing, deformation or accession of the delivered, then the Buyer is obliged to grant a lien on the newly formed goods to BEGE.

7.Conformity

a. The delivered good shall comply with the agreement.
b. For the usability of a good delivered by BEGE for any purpose, that has not explicitly been recorded contractually, BEGE does not provide a warranty.
c. BEGE can in addition not warrant - and is therefore not liable - for a defect or shortcoming:
   - which in whole or in part is the consequence of unusual, improper, inexpert or careless use of a delivered good;
   - which in whole or in part is the consequence of defects to the packaging material used for the sold good;
   - which in whole or in part is the consequence of normal wear and tear or not or incorrectly executed maintenance;
   - which in whole or in part is the consequence of installation, assembly, changing and/or repair by the Buyer or by third parties;
   - if the delivered good has been changed, modified, used or processed;

- if a party other than BEGE has executed repairs or other activities on the delivered goods;
- if the delivered good has been transferred by the Buyer to a third party; When the Buyer acts as a distributor; further conditions concerning the liability of BEGE towards third parties can be settled in a separate distributor's agreement.
- if the delivered good has been acquired by BEGE in whole or in part from third parties and BEGE cannot make a claim to this third party to compensation on the basis of a guarantee;
- if during the manufacturing of the delivered good raw materials or production methods are used upon instruction of the Buyer;
- consisting of a rather small deviation in quality, finishing, dimensions, composition and so forth, which is not unusual in the industry or if the defect technically speaking could not be prevented;
- If the Buyer has not complied with all of his obligations from the agreement in a timely and correct manner towards BEGE.

d. The Buyer safeguards BEGE for claims of third parties because of consequences of which the liability, deriving from the above, is excluded towards the Buyer.

8. Reclamation

a. Complaints of the Buyer with regard to defects to the agreed performance, must be submitted without delay and in any case within 10 business days after delivery of the goods in writing and with motivation to BEGE.
b. Defects that reasonably cannot be established within 10 business days after delivery, shall immediately after the establishment be reported in writing and with motivation to BEGE, but no later than 24 months after the delivery of the goods. After the expiry of this term, the Buyer can make no claim anymore on a defect in the agreed performance.
c. A complaint regarding a delivery shall in any case not be accepted if BEGE is not enabled to investigate such a complaint. Upon the request of BEGE, the Buyer shall return the goods to which the complaint relates (or a part thereof) in accordance with the stipulations in article 12 of these GTC. Until the moment on which the permission of BEGE as referred to in article 12.a. of these GTC is granted, the Buyer shall keep the goods to which the complaint relates for his own account and risk in his possession.
d. If and insofar as BEGE accepts a complaint regarding delivered goods according to this article, then it is only required to ensure (at his own discretion): (i) delivery of the missing, (ii) repair of the defect (provided that this can reasonably be done) or (iii) replacement of the delivered good (unless it concerns deviations. The Buyer can in addition thereto make no claim whatsoever to any compensation for damages.
e. In case of repair of the defect or substitution of the defective good, the stipulations of article 12 of the GTC are again applicable thereto.
f. The submission of a complaint does not relieve the Buyer from his payment obligations towards BEGE. The Buyer has then neither a right of suspension. Depending on the circumstances, BEGE can agree to a partial restitution of the purchase price.
g. In case of defects that fall under the warranty of BEGE, BEGE can demand that the good will be sent to the workshop of BEGE free of charge-costs of the Buyer.

9. Return shipments

a. Return shipments require the prior written permission of BEGE.
b. A return shipment by the Buyer must, at all times, take place free of charge stating the invoice date and the date of delivery.
c. With taking into in receipt of goods sent back by the Buyer BEGE acknowledges no shortcoming whatsoever in the compliance.
d. Goods sold and properly delivered by BEGE, which the Buyer sends back nevertheless, BEGE will keep under it for the account and the risk of the Buyer. The Buyer will remain liable for the whole purchase price to BEGE without reduction.

10. Liability

a. Except for when the Buyer demonstrates that damage is a direct consequence of wilful intent or conscious negligence by BEGE, BEGE is not liable towards the Buyer, his personnel or third parties, for any direct or indirect damage in connection with the agreement or the execution thereof. The Buyer safeguards BEGE in this connection from all liability towards third parties.
b. In all instances, the liability of BEGE is limited to the amount of the distribution under the applicable liability insurance. If the insurer of BEGE for whichever reason does not pay out or if the concerned liability insurance does not provide cover, then the liability of BEGE shall in all instances be limited to:
   - the amount of the nett agreed price in the agreement to which the event causing damage relates; or
   - if partial deliveries have been agreed, the amount of the net agreed price of that part of the agreement to which the event causing damage relates the most.
c. Enterprise damage such as missed profits and stagnation damage is never eligible for compensation.
d. Each legal claim of the Buyer towards BEGE expires by the mere expiry of one year after the event that gives cause to the claim.
e. The Buyer safeguards BEGE as well as his personnel or help forces against all claims of third parties, for whichever reason, which in any manner relate to the agreement and the execution thereof. BEGE shall towards the Buyer only be liable if and insofar the concerned liability according to the applicable agreement and these GTC comes for the account and the risk of BEGE.
f. If the goods have not been produced by BEGE, then a possible liability of BEGE towards the Buyer is in all instances limited to the amount foe which the supplier of BEGE shall be liable towards BEGE.
   - The Buyer safeguards BEGE for all claims of third parties because of product liability as a consequence of a defect in a product that has been delivered by the Buyer to a third party and that (in part) consisted of products and/or material delivered by BEGE. When the Buyer acts as a distributor; further conditions concerning the liability of BEGE towards third parties can be settled in a separate distributor's agreement.

11. Force Majeure

Temporary or permanent Force Majeure at the side of BEGE has with regard to its obligations a suspending effect for the duration of the Force Majeure, notwithstanding the authority of BEGE to dissolve the agreement because of it. As Force Majeure at the side of BEGE shall among others be regarded, that in one or more companies or industries that in any manner directly or indirectly are involved in the production, processing, supply, transport or storage of contracted goods, or in one of companies or industries, of which the aforementioned companies or industries are dependent with regard to the undisturbed course of the activities respectively industry, in any respect stagnation

emerges as a consequence of:
- Government measures in any country in the world, such as for instance import, export of transit bans;
- Quota restrictions;
- Customs or Excise measures;
- Local legislation;
- Refusal, withdrawal or annulment of licenses or acknowledgements;
- Fire, strike, exclusion, forced or partial termination of enterprise;
- Disaster of nature, frost, abnormal water levels, flooding, epidemics, mobilisation, uprising, threat of war or situation of war in any land or in a place in the world.

12.Other stipulations

a. Insofar on any part of the relation governed by these GTC between the Buyer and BEGE a gap is present or a dispute emerges about the interpretation of any stipulation, then a connection has to be found with the other stipulations and the tenor of these GTC and subsequently also to what is customary in the present industry.
b. If circumstances occur that have not been taken into account in these GTC, then the parties shall enter into consultation with each other about it in order to achieve a resolution, which connects to what has already been set forth in these GTC and otherwise is in accordance with the current regulating or mandatory laws.

13.Applicable law and disputes

a. The Laws of the Netherlands apply to all agreements between the Buyer and BEGE. The place of execution of the activities is Sassenheim, the Netherlands

b. The applicability of the UN treaty concerning international purchase agreements for goods (CISG-Vienna, 11 April 1980) is excluded, as well as any other international regulation of which exclusion is permitted.
c. Disputes shall solely be submitted to the courts of the Netherlands. Disputes shall be resolved by the competent court in the District of The Hague, notwithstanding the stipulations in article 108 Dutch Law on Civil Procedures. BEGE has furthermore the right to submit the dispute to the competent court in the town of residence of the Buyer.
d. If the stipulation of section c. is not applied, then BEGE is authorized after all to start a procedure before the court that is competent in that instance.

14.Newsletter

a. When you agree to the terms and conditions, you agree to receive our monthly e-mail newsletter.
b. Your data will not be made available to third parties, but will only be used by BEGE to keep you informed of the latest news and developments in the field of drive technology.
c. BEGE cannot be held liable in any way for incorrect sending, receiving or processing of e-mail messages.
d. You can unsubscribe from the newsletter at any time by clicking on the hyperlink in the newsletter. You can always change your details by sending an e-mail to Marketing@bege.nl.
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