

## General terms of sale and delivery

### Applicability

1.1. These terms and conditions apply to all quotations, all actions and all agreements of any kind between TOPS Luchtfilters B.V., headquartered Rondven 38, 6026 PX Maarheeze, hereinafter referred to as TOPS Luchtfilters, and its clients or customers, hereinafter referred to as the Other Party.

1.2. Deviating terms and conditions are only binding for TOPS Luchtfilters insofar as TOPS Luchtfilters has explicitly agreed to them in writing.

### Offers

2.1. All quotations and cost estimates are without obligation, unless the quotation states a period of validity.

### Formation of an agreement

3.1. The agreement is only formed when TOPS Luchtfilters confirms this within 14 days of receiving the order, or when TOPS Luchtfilters commences execution of the agreement.

3.2. Oral offers or commitments are not binding on TOPS Luchtfilters, unless they are confirmed by TOPS Luchtfilters within 10 days.

3.3. TOPS Luchtfilters accepts no liability for mistakes and/or inaccuracies in the items ordered which may arise as a result of the fact that TOPS Luchtfilters has not been provided with the items in writing.

### Changes

4.1. All changes to the original order shall be charged to the Other Party on the basis of subsequent costing.

4.2. The Other Party must notify TOPS Luchtfilters of all changes in a timely manner and in writing; if changes are notified verbally or by telephone, the risk of executing the changes shall be borne by the Other Party.

4.3. Changes to an existing order can result in TOPS Luchtfilters exceeding the agreed delivery date; TOPS Luchtfilters is not liable for this.

### Prices

5.1. All our prices are stated in Euros.

5.2. The prices apply to delivery from the Maarheeze branch and exclude packaging, unless explicitly agreed otherwise in writing.

5.3. All agreements are entered into by TOPS Luchtfilters under the terms and conditions that TOPS Luchtfilters is entitled to change the prices at all times, but never within 3 months of entering into the agreement, without prior notice.

5.4. Each unperformed order or part thereof shall be executed at the changed prices, without prejudice to the Other Party's right to cancel the orders or parts thereof that have not yet been executed at the time of the changes mentioned in the above clause, within 8 days of the date of notification of the change to the other party.

### Delivery times

6.1. Stated delivery times shall never be regarded as deadlines, unless explicitly agreed otherwise. In the event of late delivery, TOPS Luchtfilters must therefore be held in default.

6.2. The delivery periods stated by TOPS Luchtfilters commence on the last of the following dates: a. the day of formation of the agreement.

b. The day TOPS Luchtfilters receives the information required for execution of the contract.

c. the day of receipt of any agreed full or partial payment in advance or the required security.

### Force majeure

7.1. In the event of force majeure, TOPS Luchtfilters has the right, without legal intervention, to either suspend the execution of the agreement for the duration of the force majeure or to dissolve the agreement in whole or in part, without TOPS Luchtfilters being obliged to pay any compensation.

7.2. TOPS Luchtfilters will be able to invoke force majeure if it is unable to fulfil its obligations as a result of strikes, lock-outs, fire, traffic congestion, lack of raw materials, materials or labour, mobilisation, war, import or export restrictions, government



measures or other impeding circumstances beyond the control of TOPS Luchtfilters, even if these circumstances could have been foreseen at the time the agreement was concluded.

## Delivery

8.1. All deliveries are considered to have taken place at the place of business of TOPS Luchtfilters.

8.2. Delivery is deemed to have taken place at the moment the items leave the warehouse of TOPS Luchtfilters or are made available to the Other Party, at which moment all risks are transferred to the Other Party. If the items are not accepted after they have been made available to the Other Party, TOPS Luchtfilters shall be entitled to store these items at the Other Party's expense and to demand payment.

8.3. In the event of delivery ex TOPS Luchtfilters place of business, the items travel at the expense and risk of the Other Party, even if TOPS Luchtfilters sells the items carriage paid.

8.4. If the Other Party does not accept the items within the agreed delivery term, TOPS Luchtfilters shall be entitled to consider the agreement cancelled after the expiry of the reasonable period stated in the notice of default. In this case, the Other Party shall be obliged to pay TOPS Luchtfilters the resulting damage.

## Retention of title

9.1. All items delivered by TOPS Luchtfilters remain its property as long as the Other Party has not paid TOPS Luchtfilters all of the amounts owed to it pursuant to the agreement.

9.1. All items delivered by TOPS Luchtfilters remain its property as long as the other party has not paid TOPS Airfilters in full all that which it owes on account of the agreement concluded with regard to the items. This shall mean that the Other Party is not permitted to pledge the items to third parties, to transfer them as security or to alienate or encumber them in any way whatsoever until full payment has been made, but shall be entitled to use the items within the scope of its normal business activities. Each claim that TOPS Luchtfilters has against the Other Party is immediately due and payable in the event of a breach.

9.2. If the Other Party fails to meet its payment and/or other obligations towards TOPS Luchtfilters, is declared bankrupt, applies for a moratorium, goes into liquidation, is dissolved or dies, if a petition is filed for the administration of its assets or if its assets or claims are attached, TOPS Luchtfilters shall always be entitled, without prior notice of default being required, to sell the items it has delivered without judicial intervention, TOPS Luchtfilters has the right to remove the items delivered by it at the risk and expense of the Other Party from the place where they are located without judicial intervention and to retain the items in question until the Other Party has fulfilled all its obligations towards TOPS Luchtfilters, and TOPS Luchtfilters shall have the right to consider the agreement(s) entered into, insofar as they have not been fulfilled, as dissolved and to claim full compensation.

## Claims

10.1. Complaints must be submitted in writing, within 8 days of receipt of the items. The other party, who has not examined the delivered goods for their soundness within 8 days after receipt, is considered to have approved the delivery. The other party shall not be bound by the term of 8 days if this term needs to be extended in a reasonable manner in a particular case.

10.2. Complaints never give the other party the right to refuse payments or to suspend payments in full or in part.

10.3. If TOPS Luchtfilters judges a complaint to be justified, TOPS Luchtfilters will decide whether to issue a credit note or to renew the delivery or repair.

10.4. No items may be returned without prior written permission from TOPS Luchtfilters. Following written approval, the items can be sent to TOPS Luchtfilters.

## Payment conditions

11.1. Insofar as not otherwise agreed upon, payments are to be made within 30 days after the invoice date, at our office or into one of the accounts to be indicated by us.

11.2. If TOPS Luchtfilters and the Other Party have agreed to a payment discount, this will lapse if the Other Party fails to pay the invoices within the set term.

11.3. The term of payment stated in Article 11.1 is to be considered as a strict deadline, so that if the Other Party does not pay within this term, it shall be deemed to be in default by operation of law by the mere fact of exceeding the term of payment. Without prejudice to its rights, TOPS Luchtfilters shall charge statutory interest on the overdue instalments or payments. The interest will be calculated over each month or part of a month, counting from the due date(s).



11.4. The Other Party who has not paid the amount owed within the agreed payment term and is summoned to payment by TOPS Luchtfilters, is obliged, if TOPS Luchtfilters has placed the claim in the hands of a third party, to pay 15% of the amount still owed by the Other Party in out-of-court collection costs.

11.5. TOPS Luchtfilters reserves the right to demand full or partial payment in advance and/or to demand that the Other Party provides security for the fulfilment of its further payment obligations, at its own discretion, with regard to large deliveries and if TOPS Luchtfilters has reasonable doubt as to the Other Party's ability to pay. As long as the required security has not been provided, TOPS Luchtfilters is not obliged to execute the agreement (any further).

## Warranty

12.1. TOPS Luchtfilters guarantees that the goods will function unused for twelve months after delivery in accordance with their specifications. TOPS Luchtfilters does not provide any further guarantee. The guarantee obligation only extends to defects that were not reasonably noticeable at the time of delivery.

12.2. In the event of legitimate claims for warranty, the following applies:

(i) TOPS Luchtfilters undertakes to repair the defects or replace the defective goods at its own expense, always at the free choice of TOPS Luchtfilters.

(ii) The guarantee applies from the moment of delivery of the goods until the end of the agreed period, provided that the Other Party has fulfilled all of its obligations under the agreement with TOPS Luchtfilters, on the understanding that the guarantee lapses if, without the prior written consent of TOPS Luchtfilters, the Other Party or third parties make changes to the delivered goods or carry out work (including maintenance).

(iii) The guarantee may not be invoked in the event of

- careless or incompetent use by the opposite party.
- failure to follow the directions of use or instructions of the other party.
- defects arising from normal wear and tear and in the event of accidents or calamities such as fire, water damage, earthquakes, etc.
- the applicability of any government regulation concerning the nature or quality of the goods or working methods applied.
- goods, working methods and constructions, insofar as applied on the instruction of or on behalf of the other party, as well as of goods supplied by or on behalf of the other party.

12.3. The guarantee is at all times limited to repair or replacement and nothing more than that.

12.4. The Other Party must in all cases offer TOPS Luchtfilters the opportunity to repair any defect or to perform the processing or delivery again, in default of which the Other Party's claims shall lapse.

## Liability

13.1. In the event of an agreement between TOPS Luchtfilters and the Other Party acting in the exercise of a profession or business, TOPS Luchtfilters is not liable for any damage suffered or to be suffered by the Other Party, unless this damage can be attributed to intent or gross negligence on the part of TOPS Luchtfilters.

13.2. The liability of TOPS Luchtfilters - for whatever reason - is limited to the amount paid out under the insurance policy taken out by TOPS Luchtfilters.

13.3. 13.3 If no payment takes place under the insurance, liability shall be limited to the value of the performance (excluding VAT) in the fulfilment of which TOPS Luchtfilters has failed, on the understanding that TOPS Luchtfilters is not liable for indirect damage such as lost sales/profits, missed opportunities, intangible damage and damage to reputation.

13.4. Each claim for compensation against TOPS Luchtfilters lapses with the expiry of 12 months, unless a summons has been issued prior to this. The expiry period commences on the day following the day on which the Other Party became aware of the damage or could reasonably have become aware of it.

13.5. Liability limiting or exclusive clauses which can be enforced against TOPS Luchtfilters by third parties can also be enforced against the Other Party by TOPS Luchtfilters to the same extent.

## Disputes

14.1. All agreements are governed exclusively by Dutch law.



14.2. All disputes between the Other Party and TOPS Luchtfilters which cannot be resolved amicably, including those which are only considered as such by one of the parties, shall be adjudicated by the competent court in the domicile of TOPS Luchtfilters, unless the Other Party chooses the competent court according to the law within 1 month.

### Deposit

15.1. These Terms and Conditions have been filed with the Chamber of Commerce in Eindhoven under number 60526009.

