SALES AND DELIVERY CONDITIONS OF TRIOLIET B.V.

1. These Terms & Conditions apply to all tenders made by Trioliet B.V. and to all agreements concluded by Trioliet B.V. and any third parties, at the expense of the Client.

2. The tendering party is Trioliet B.V., and is referred to as the "Supplier". The counterparty is referred to as the "Client".

3. In the event of any conflicts between the substance of the agreement and these Terms & Conditions on the one hand and the terms & conditions of the tender on the other, the terms & conditions of the tender prevail.

4. Article 1 of the Tenders

2. No obligations are attached to any tenders.

2.1. If the Client supplies the Supplier with data, drawings, etc., the Supplier may rely on their accuracy and shall base the tender on them.

2.2. If the Client supplies the Supplier with data, drawings, etc., the Supplier is entitled to charge the Client for any work performed as a result of the use made of that information.

2.4. If the tender is not accepted, the Supplier is entitled to charge the Client for the preparation costs up to 20% of the market price of the goods provided.

8. Article 8: Scope of the work

10. Any changes to the work will result in contract variations in at least one of the following: a. if the Client has approved the work; b. the Client has put the work into use. If the Client puts part of the work into use, that part will be deemed to have been completed.

14. Guarantees

14.1. If the supplier has performed the proper performance of the product or service stipulated for a period of twelve months after delivery, the Supplier agrees to guarantee the proper processing for the period specified in Article 14.1. Any guarantee processes have to be performed improperly, the Client may do one of the following, at the Client's discretion: a. the Supplier must provide new materials, at the Client's expense; b. repair the shortcoming, in which case the Client must reimburse the Supplier for all costs incurred by the Supplier in connection with the activities, such as compensation for damages, penalties, interest and costs.

15. Article 15: Performance of the work

15.1. The Client is responsible for ensuring that the Supplier can carry out the activities without interruption and at the time and place agreed. The Supplier does not guarantee the necessary free unhindered access to the place where the activities are to be carried out; such as, but not limited to; gas, water and electricity; - isolable and dry space; - all facilities required by the laws and regulations governing working conditions.

15.2. The Client is liable for all damages, including those resulting from the Supplier's activities, that arise in the course of the activities, such as compensation for damages, penalties, interest and costs.

15.3. If the Client fails to perform its obligations as set out in Article 15.2, the Client is liable for all damages, including those resulting from the Supplier's activities, that arise in the course of the activities, such as compensation for damages, penalties, interest and costs.

15.4. The Client or service supplier(s) must be present on site when the activities are carried out or at another agreed location.

15.5. If the Client has not or within a reasonable period agreed is expected; that circumstance does not in any instance entitle the Client to cancel the contract or to consider the compensation for damages, unless agreed in writing.

6. Article 6: Transfer of risk

6.1. Deliveries are made ex works. In accordance with the Incoterms 2001, the risks attached to the objects are transferred at the moment when the objects are handed over to the carrier or are placed at the disposal of the Client at the agreement.

6.2. As per articles 6.1 notwithstanding, the Client and the Supplier may agree that the Supplier will arrange the transport and/or load and unload the objects at the risk and expense of the Client. The Client may take insurance to cover those risks.

10. Article 10: Retention of ownership and pledging

10.1. Any changes to the work will result in contract variations in at least one of the following: a. if the Client has approved the work; b. the Client has put the work into use. If the Client puts part of the work into use, that part will be deemed to have been completed.

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