

GENERAL TERMS OF SALE AND DELIVERY

GENERAL

These general terms apply to all our offers and all the contracts which are concluded by us, or concluded on our behalf. This includes contracts that are for the sale and delivery of goods and/or the provision of services. Additional provisions and/or any provisions which derogate from these general terms will only apply if they are confirmed by us in writing and apply exclusively to that particular case or particular contract. If a situation arises in which these terms of sale and the contractual party's terms contradict one another, then our terms of sale will prevail and the contractual party's terms will be explicitly excluded.

1. OFFERS

- 1.1. All offers and quotations are made free of obligation, unless they contain a period of acceptance, in which case the offer will be cancelled after this particular period of time has expired.
- 1.2. Our specifications of the dimensions, weight, speed, fuel or energy consumption and other factory specifications are always made in an approximate manner, and will never be binding on us.
- 1.3. Order or factory numbers which are put on an order, an order confirmation or any correspondence are only there for the use of our office sales department. The buyer/principal cannot derive any rights or claims from them in any shape or form.

2. CONCLUSION

- 2.1. If our offer is made free of obligation, then the contract will be concluded as soon as the contractual party accepts this offer in writing. However, we reserve the right to withdraw our offer within 5 days of receiving its written acceptance, unless the situation exists where a natural person is not acting in a professional or business capacity (consumer purchase) and the authority to withdraw the offer has not been included in the offered contract itself and the consumer cannot be asked to this to observe this binding nature.
- 2.2. If our offer is irrevocable, the contract will be concluded as soon as we have received the contractual party's written acceptance within the set term.
- 2.3. If the terms of the contractual party's acceptance differ from the actual offer, then this will be considered to be a new offer on the part of the contractual party and a rejection of our entire offer, even if it concerns differences which are only of secondary importance.
- 2.4. If the contractual party makes an offer and/or grants an instruction, then this order/instruction will only be considered as having been accepted by our company if it takes place in writing and/or if we have started to fulfil the instruction.
- 2.5. Employees who do not hold explicit and written power of attorney are not authorised to conclude a contract on our behalf.
- 2.6. The proper receipt of orders/instructions will be at the risk of the buyer/principal. The fulfilment of orders/instructions thus placed, including the costs incurred in this regard, will be borne by the buyer/principal, even if it transpires that the orders/instructions were received incorrectly.

3. PAYMENT

- 3.1. Unless otherwise agreed upon in writing, payment by the contractual party must take place in cash and no later than by the date of delivery of the goods and/or after the fulfilment of the activities. This period of time will be considered to be a deadline, after which the buyer/principal will be in default without any notice of default being required. If payment after the date of completion or delivery has been agreed upon, the contractual party must settle the amount which is due within 30 days, which period of time is also a deadline after which the buyer/principal is in default without any notice of default being required.
- 3.2. The contractual party is not entitled to a discount and cannot invoke any compensation, unless agreed upon otherwise in writing.
- 3.3. We are authorised to require advance payment or a bank guarantee from the buyer/principal at any time.
- 3.4. Payment must take place in Euros, unless it has been agreed in writing that payment can take place in a foreign currency. If it has been agreed that payment will not take place in Euros, then – unless a different arrangement has been explicitly agreed upon – the risk of any decrease in value of the currency used for the sale in comparison to the Euro at the point in time when the payment is made to us, will be at the expense of the buyer/principal. The latter may, in that case, be required to pay the price difference which has resulted because of the changed currency. The prices are net prices and apply exc. VAT, any other taxes, levies or duties which may be due, and also excluding the costs of packaging materials, loading, transportation or shipment.
- 3.5. If payment is not received within the period of time set out in this article, then a contractual interest will be due equalling an interest rate of 1% a month, in which part of a month will be considered to be an entire month; this will commence on the first day of the terms of payment referred to in this article.
- 3.6. If payment is not received within the above-mentioned periods of time, we will be authorised to increase the amount which is due by our collection costs as soon as we are forced to present our claim to third parties for collection. The extra-judicial collection costs in this matter will be equated with the collection rate of the Netherlands Bar Association, with a minimum of EUR 125 and to be increased with VAT.
- 3.7. Payments made by the contractual party will first be used to settle all interest and costs which are due and then to settle the contractual claims which have been due and payable for the longest time period.
- 3.8. If any changes in the buyer/principal's personal or business situation occur (such as, amongst other things, a merger, discontinuation of business operations, bankruptcy, a moratorium on payments, attachments, a guardianship order, winding-up or insolvency) we may either choose to dissolve the contract without judicial intervention and take possession of the sold goods, or demand that security be furnished. In the latter situation, our claim will, in any case, be immediately due on demand.

4. SUSPENSION/ RIGHT OF RETENTION

- 4.1. If the buyer/principal defaults and continues to be in default – despite demand letters – with regard to the furnishing of the security requested by us or the fulfilment of any other obligations vis-à-vis our company, we are authorised to dissolve the (purchase) contract without judicial intervention and without being required to pay any damages. If the contract is dissolved, then, pursuant to the retention of title (as formulated by our company), we will be authorised, and will have the buyer/principal's permission, to take possession of the sold goods which were subject to this particular retained title. In such an event, we are also authorised to declare that all the sums which are due to our company by the buyer/principal are immediately due and payable and to claim these particular sums.
- 4.2. We are authorised to suspend our contractual performance if the contractual party fails to fulfil all its obligations prior to, or after, the contractual performance which is to be rendered by us, or if circumstances have come to our attention after the conclusion of the contract which give us good reason to fear that the contractual party will not fulfil its obligations. This is applicable unless it is stipulated otherwise by mandatory legal provisions.
- 4.3. We are permitted to exercise the right of retention regarding all the goods relating to the contract's fulfilment and which are de facto in our possession within the framework of the contract, if the contractual party (partially) fails to settle the costs relating to the contract's fulfilment or relating to contracts concluded with the contractual party regarding business which we have regularly conducted with the contractual party. This also applies to any costs which we may have had to incur whilst taking proper care of the property.
- 4.4. We can exercise the right of retention on the contractual party's property if the latter does not (fully) settle the costs of the professional activities carried out by our company regarding this property, even if this involves the costs of activities which were previously carried out regarding the same property. The right of retention will not be exercised if the contractual party has furnished satisfactory alternative security for these costs.

5. RETENTION OF TITLE

- 5.1. The goods delivered and/or to be delivered by us will remain our property until the contractual party has fulfilled all obligations with regard to the goods delivered, or to be delivered, by us pursuant to the contract – or with regard to services rendered or to be rendered pursuant to such a contract – and has also settled all claims created by the contractual party's non-observance of these particular contracts. The contractual party is explicitly forbidden to pledge, alienate or rent out these goods or grant the use thereof to third parties in any shape or form.
- 5.2. If third parties wish to establish or assert any rights to the goods delivered under retention of title, our contractual party is obliged to notify us thereof immediately.
- 5.3. Our contractual party is required to:
 - insure the property delivered under retention of title, and to keep it insured, against fire, explosion, (water) damage and theft, and to make the insurance policies in question available for inspection;
 - pledge – in the manner set out in the Netherlands Civil Code – all claims which the contractual party may have against insurance companies regarding the goods delivered under retention of title;
 - pledge – in the manner set out in the Netherlands Civil Code – all claims which the contractual party may have acquired vis-à-vis its buyers from the sale – within the framework of its normal business operations - of the goods delivered by us under retention of title.
- mark the goods delivered under retention of title so they can be recognised as the property of our company.

6. DELIVERY

- 6.1. Indicated delivery periods and/or indicated delivery dates will never be considered deadlines, unless agreed otherwise in writing.
- 6.2. If the expected date, or firmly agreed deadline for the delivery of the goods is exceeded because of force majeure on our part, the contractual party and our company are no longer bound by the contract and the trade-in arrangement which may have been included therein. In that case, the contractual party can either opt to agree to a later delivery of the goods or inform us as soon as possible in writing that it wishes to cancel the contract.
- 6.3. The indicated delivery periods and/or completion dates are based on the (working) circumstances in place at the time of the contract's conclusion and on the timely delivery of materials and/or components which we order for the execution of our work.

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- 6.4. Unless otherwise agreed upon in writing, delivery takes place ex company and at the times indicated by us. The contractual party must take delivery of the goods at the set delivery times, in default of which we will charge all the resulting costs (including insurance, freight and storage costs) to the contractual party in accordance with our (or local) rates. If a delivery is made elsewhere at the contractual party's request and with our permission, we will be authorised to charge the additional costs to the contractual party. The risk related to the delivery of goods outside our business premises is at the expense of the buyer/principal, regardless of whether the transport is carried out by us, the buyer/principal or a third party.
- 6.5. The risk of the goods will pass to the contractual party at the moment of delivery, even if the title to the goods has not yet been transferred by us. The insurance and maintenance of the goods will be at the risk of the buyer/principal with effect from the moment of delivery.
- 6.6. If it transpires that the specifications made by the contractual party regarding essential data – such as year that the goods to be traded-in were made – are incorrect, or if it transpires at the time of the actual delivery that the condition of the goods to be traded-in is poorer than what was agreed upon, we can either choose to cancel the trade-in or proceed with it at a lower price, on the understanding that the purchase contract regarding the new or used goods sold by us will continue to be valid.
- 6.7. If – in the event of the sale of goods - the buyer trades-in other goods, the risk of the goods to be traded-in will not pass to us until we have taken delivery of this property. This means that all costs, damages and decrease in value of the property to be traded-in will continue to be at the risk of the contractual party until we have taken delivery of this property at the trade-in.

7. COMPLAINTS

- 7.1. Any complaints which may arise with regard to the access platforms and/or any other goods delivered by us, the professional activities performed by us or the amounts which are invoiced, must be made in writing within fourteen days of the receipt of the goods and/or the performance of the professional activities, but not later than eight days after the date of the invoice.
- 7.2. Deviations and differences in quality, number, dimensions, weight or finishing which are insignificant and/or customary within the trade will not be considered as grounds for complaint.
- 7.3. Complaints regarding a particular product will not prejudice the contractual party's obligations regarding other products and/or parts of the agreement.
- 7.4. Parts not used are usually only traded-in or taken back after prior consultation and if they are returned in the original packaging.
- 7.5. Sensitive electronic components such as printed circuit boards can only be traded-in or returned in the unopened original packaging, if they are undamaged.
- 7.6. If returned parts are accepted by us and traded-in or credited, then this will only take place after the deduction of any costs which our company may have had to pay for the return shipment.

8. WARRANTY

- 8.1. We only offer a warranty for newly delivered access platforms and other machines or goods if they are covered by our warranty terms. In all other cases, including the delivery of used access platforms and other machines, the buyer/principal is only entitled to a warranty if this warranty has been explicitly granted to him in writing in the confirmed offer and/or on the paid invoice. Defects caused by normal wear and tear, accidents and contingencies, such as fire and (water) damage are not covered by the warranty.
- 8.2. We offer a three-month warranty on repairs carried out by our company, to be calculated from the time of the completion of the repairs onwards. The principal who orders the repair must immediately lodge a complaint with us in writing after he has discovered a defect. We must subsequently be offered the opportunity to remedy the defect. All entitlement to this warranty is cancelled if there is no written complaint and/or the contractual party has engaged third parties to remedy the defect without our prior knowledge or permission.
- 8.3. Services or professional activities rendered by third parties are covered by the terms of warranty which we agreed upon with these third parties.
- 8.4. The entitlement to the aforementioned warranty is also cancelled in the event of injudicious use, which includes amongst other things: overloading, the use of fuels and oils which are not suitable for the access platform/machine, maintenance other than of the type prescribed by us and injudicious use of the access platform/machine. Furthermore, the warranty also does not cover any emergency repairs which are ordered.
- 8.5. If we replace parts in fulfilment of our warranty obligations, then the replaced parts will become our property, unless otherwise agreed upon.

9. FORCE MAJEURE

- 9.1. If we are faced with force majeure, including all the circumstances that could not be taken into consideration when concluding the contract and, as a result of which, the contractual party cannot reasonably require the contract's normal fulfilment (e.g. fire, theft, strikes, late delivery of goods by the supplier so that we cannot fulfil our delivery obligation or can only do so at considerably higher cost, and also including sit-down strikes, changed government policies, and loss or damage during transportation) we are authorised to dissolve the contract partially or entirely without any judicial intervention being required, and without any obligation to pay damages.

10. LIABILITY

- 10.1. Without prejudice to the provisions regarding warranty, we are never liable for any damage.
- 10.2. If we are liable for damage and this damage cannot be imputed to intentional acts and omissions or gross negligence by us or one of our executive employees, our liability is also limited to this particular damage, such up to the maximum amounts for which we are insured or should reasonably have been insured given what is customary in the trade.
- 10.3. If the provision set out in the previous paragraph cannot serve as a standard for the limitation of our liability (e.g. because we did not take out insurance and/or the insurance is also not customary) then the damage to be compensated will be moderated if the costs to be paid by the contractual party are small in comparison to the extent of the damage suffered.
- 10.4. The provisions set out in this article only apply if our liability has not already been restricted further by law or contract.
- 10.5. Furthermore, we are never liable – except in cases of intentional acts and omissions or gross negligence – for any damage, theft (including loss) from/of goods of the contractual party and/or third parties, which are located in or near the property and which are in our possession for any reason. The contractual party's goods must be understood as, amongst other things, cargo, written documents and negotiable instruments.

11. INDEMNIFICATION

- 11.1. The contractual party will indemnify us against all claims regarding direct or indirect damage which may be suffered by third parties because of, or in connection with, the product or the possession or use thereof, in any shape or form, insofar as this liability exceeds our liability vis-à-vis the contractual party under the provisions set out in these general terms.
- 11.2. The contractual party will indemnify us against all claims brought by the contractual party and/or third parties because of a defect in the product which has been caused by the contractual party or its employees, including our manufacture or modification of the products on the instructions of our contractual party.
- 11.3. If it is established in judicial proceedings that the provisions in this article are unnecessarily onerous, then only the damage for which we are insured will be compensated, such up to the maximum amount for which we are insured or should have been insured given the relevant trade customs.

12. DISPUTES AND APPLICABLE LAW

- 12.1. All our agreements with buyers/principals are governed by the law of the Netherlands. Disputes with buyers/principals resulting from contracts concluded with them will be brought exclusively before the District Court in Dordrecht, without prejudice to our authority to apply to other competent courts and with the exception of disputes which are covered exclusively by the jurisdiction of the Sub District Court according to the relevant statutory provisions.
- 12.2. The provisions of the Viennese Sales Convention do not apply, nor do any (future) international regulations, regarding the purchase of moveable property, the applicability of which can be excluded by the parties.

13. TRANSLATIONS

13. If these general terms are translated and any differences in interpretation arise between the Dutch text and the text translated into the foreign language, then the Dutch text will be decisive.



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