



GENERAL SALES AND SUPPLY CONDITIONS

VERSION 2020

These general sales and supply conditions are used by the private limited liability company Brushcom B.V., registered, conducting its business activities from its offices in Oss (5349TA) at Angelenweg 51.

1. APPLICABILITY

- 1.1. These Terms and Conditions shall apply to and expressly form part of all Agreements, subsequent offers and quotations from Brushcom or respectively entered into with the Buyer. If it is (also) agreed to with the Buyer that Brushcom shall carry out certain services and/or activities, these conditions shall only apply to the provision of these services and activities.
- 1.2. If and insofar as the Buyer in its offer or acceptance refers to any other conditions, the applicability thereof is explicitly rejected.
- 1.3. In these conditions, 'Buyer' must also be understood as 'Client', in so far as it is not (merely) a sales contract.

2. OFFERS

- 2.1. All offers by Brushcom are obligation free and should be regarded as an invitation to commission an offer to be accepted by Brushcom or to make an offer. Acceptance by Brushcom and the conclusion of the Agreement takes place by written order confirmation by Brushcom or by the actual implementation of activities and/or services by Brushcom.
- 2.2. If one or more of the provisions in these General Terms and Conditions wholly or partially become invalid or void, the remaining provisions of these General Terms and Conditions shall remain in full force. Brushcom and the Buyer shall then consult for the purpose of agreeing on new provisions to replace the null or void provisions, whereby if and as far as possible the purpose and the scope of the original provisions are considered.
- 2.3. Data in advertisements and printed materials issued or provided by Brushcom are obligation free unless explicitly agreed to otherwise, in writing and are subject to change.

3. ASSEMBLY

- 3.1. Possible costs related to (dis)assembly and implementation are not included in the purchase prices.
- 3.2. (Dis)assembly shall be charged based on Brushcom's current hourly rate.

4. INSPECTION

- 4.1. The Buyer must immediately, yet no later than three days after delivery, inspect the goods thoroughly for any deviations such as defects, incorrect amounts or sizes, and compare this to the order placed and to shipping documents, and to complain to Brushcom immediately in writing accordingly, failing which, the delivery will be deemed to be actually and legally correct. The complaint must be supported by a clear explanation and photographs of the goods.
- 4.2. For non-visible defects the same conditions shall apply as in section 1 of this article, in the understanding that the Buyer shall immediately submit a complaint, no later than within three working days after establishing the deviation.
- 4.3. For complaints concerning incorrect invoicing, a complaint period of five working days after receipt of the invoice shall be applicable; upon failure to complain within said period, the invoice shall be considered to be actually and legally correct.
- 4.4. If within the time limits stipulated in this article the Buyer sends a written complaint about the goods to Brushcom, any right to claim must be brought within one year thereafter before a court with competent jurisdiction as stipulated in these general conditions, failing which the right to claim lapses, unless the right has expired at an earlier time by virtue of any treaty, law, or regulation.

4.5. The costs of approval or inspection will be borne by the Buyer.

5. LIABILITY

- 5.1. Brushcom is not liable for loss suffered by the Buyer, except and insofar as the Buyer demonstrates that this results from a deliberate act or gross negligence on the part of the management of Brushcom.
- 5.2. In the event of any liability on the part of Brushcom, Brushcom is only liable for direct loss and shall in no case be held liable for pure business loss, physical injury, death, loss of profit, loss of turnover, lost savings, loss of goodwill or similar loss howsoever caused, labour costs, loss caused by delay, stoppages, and business stagnation, costs of interest payments, repairs, and penalties incurred by the Buyer, its employees or any third parties it engages, howsoever this loss is described.
- 5.3. Brushcom shall not be held liable and the Buyer cannot claim any warranty if the damage occurred:
- a. due to improper use, including (but not limited to) brushes and/or products which are not properly assembled, brushes and/or products with contamination (for example sand), or with use contrary to the destination of the product or the instructions provided by or on behalf of Brushcom, the provided advice, user manuals, leaflets, etc.;
 - b. due to improper storage (safekeeping) or maintenance of the goods;
 - c. due to errors or omissions in the information provided to Brushcom by or on behalf of the Buyer;
 - d. due to directions or instructions from, or on behalf of the Buyer;
 - e. resulting from choices made by the Buyer which deviate from what Brushcom advised and/or is customary;
 - f. due to choices which were made by the Buyer with regard to the supply of goods;
 - g. because repairs or other activities or operations have been carried out on the goods delivered, by or on behalf of the Buyer, without the explicit prior written consent of Brushcom.
- 5.4. Brushcom is insured against liability. This liability shall at all times be limited to the amount accepted and payable under a liability insurance by Brushcom's insurer, increased with its own risk. If, for whatever reason, no payment is made by the insurer, the liability shall at all times be limited to the invoice amount, exclusive of VAT, with regard to the delivery to which the liability relates to, or at least to what it can be associated with.
- 5.5. Under liability, in any case, is included liabilities due to shortcomings, dissolution and liabilities pursuant to unlawful actions.
- 5.6. All further liability is expressly excluded.
- 5.7. Brushcom is not liable for inaccuracies in data, etc., which were issued to Brushcom by or on behalf of the Buyer (during the implementation of the Agreement concluded with Brushcom). Brushcom is not obliged to review the data or documents received from the Buyer or through the same from external parties. Brushcom may check the accuracy of this. The Buyer shall indemnify Brushcom in this regard of all liabilities to any claims arising from external parties due to said inaccuracies.
- 5.8. The Buyer shall indemnify Brushcom against possible claims by external parties who may suffer a loss upon implementation of the Agreement, and the cause of which may be attributable to someone other than Brushcom. Should Brushcom be addressed by external parties in this regard, the Buyer is obliged to assist Brushcom both legally and extra-judicially as well as to immediately take all the necessary measures which may be reasonably expected from it in such case. Should the Buyer fail to take appropriate measures, Brushcom shall be entitled to do so, without requiring a notice of default. All resulting costs and damages on the part of Brushcom and external parties shall be for the account and risk of the Buyer.
- 5.9. Claims for damages must be filed by the Buyer with the court within one year after notice of default, in accordance with these conditions. After the period referred to in this section, the claim for damages will expire.

6. FORCE MAJEURE

- 6.1. Brushcom shall neither be held liable for observance of any commitment towards the Buyer if it were prevented to do so as a consequence of circumstances out of its control, nor by legal act or generally applicable opinions be accountable to it.
- 6.2. Force majeure exists on the part of Brushcom, if Brushcom is prevented from fulfilling its commitments under the Agreement or the preparation thereof due to: war, threat of war, civil war, rioting, terrorism, acts of war, fire,

water damage, flooding, strike, seizure of the company, exclusion, import and export barriers, government measures, defects in machinery, failures in the delivery or supply of energy, both in the company of Brushcom as of its suppliers of which Brushcom must be fully or partially involved with for the required goods or services, and furthermore any independent circumstances not caused by or of which the risk does not lie with Brushcom. This list is not exhaustive.

- 6.3. Also included under force majeure is all circumstances which may be reasonably deemed to hinder delivery or timely delivery of the goods, such as non-delivery or untimely delivery to Brushcom by its supplier. Brushcom may suspend its commitments under the Agreement whilst force majeure continues. If this period continues for longer than two months, either of the parties are entitled to dissolve the Agreement without any obligation to pay compensation for any loss suffered by the other party.
- 6.5. For as far as Brushcom had already partially complied with its commitments based on the Agreement at the onset of the force majeure, or could have observed this and an independent value could be linked to the complied with or respectively the to be complied with part, Brushcom is entitled to separately invoice for the already complied with, respectively to be complied with part. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

7. SUSPENSION, DISSOLUTION AND TERMINATION OF THE AGREEMENT

- 7.1. Brushcom is entitled to suspend the observance of the commitments or to dissolve the Agreement:
- if the Buyer does not, not fully or not timely comply, with any commitments resulting from the Agreement;
 - if after the conclusion of the Agreement Brushcom discovered circumstances that pose reason enough to doubt whether the Buyer will not comply with the commitments;
 - if the Buyer upon signing the Agreement, was required to provide surety to guarantee compliance with its commitments based on the Agreement and this surety was not given or it is inadequate; or
 - if due to the delay on the part of the Buyer, Brushcom can no longer be expected to fulfil the Agreement at the originally agreed conditions.
- 7.2. In addition, Brushcom is also entitled to dissolve the Agreement if circumstances should occur of such a nature that observance of the Agreement becomes impossible, or based on reasonability and fairness it can no longer be expected, or if circumstances occur which otherwise are of such a nature that unchanged observation of the Agreement cannot be reasonably expected from Brushcom.
- 7.3. If the Agreement is dissolved, claims of Brushcom on the Buyer shall become immediately due and payable. If Brushcom suspends the observance of the commitments, it will retain its rights under the law and based on the Agreement.
- 7.4. If Brushcom opts for suspension or dissolution, it shall in no way be liable for compensation for damages and costs resulting in any way whatsoever.
- 7.5. If the dissolution is attributable to the Buyer, the Buyer is obliged to compensate the damages, including costs, resulting directly and indirectly from the dissolution.
- 7.6. If the Buyer fails to comply, with any commitments resulting from the Agreement and this non-compliance justifies dissolution, Brushcom may dissolve the Agreement with immediate effect, in whole or in part, without being obliged to pay any damages or compensation, while the Buyer is accountable for non-performance, damages or restitution.
- 7.7. In the case of liquidation, of (application for) suspension of payment or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - against the Buyer, debt restructuring or any other circumstance due to which the Buyer no longer has full control over their assets, Brushcom is free to terminate the Agreement immediately and with immediate effect, or to cancel the order or Agreement without any obligation on the side of the Buyer to pay any damage compensation or restitution. The claims of Brushcom on the Buyer shall become immediately due and payable.

8. TRANSPORT, DELIVERY, RISK, IMPORT DUTIES

- 8.1. The delivery times stated by Brushcom are never considered to be a final deadline. In the event of late delivery, Brushcom must, therefore, be provided with a notice of default whereby Brushcom is still given a reasonable period for delivery. Exceeding the delivery time does not lead to any claim for compensation of the Buyer.

- 8.2. The delivery of all goods shall take place Ex Works as defined in the latest version of the Incoterms of the ICC. The risk of loss, theft or damage to the goods which are the subject of the Agreement will be transferred to the Buyer at the moment at which the goods are ready for dispatch in the factory or warehouse of Brushcom and this has been reported to the Buyer, if the Buyer itself is responsible for the transportation thereof.
- 8.3. If Brushcom is responsible for the transportation of the goods for delivery, then the transportation costs and risks of transportation shall be borne by the Buyer. The charges associated with the import duties shall be borne by the Buyer. The transfer of the risk of the products (loss, theft or damage) passes to the Buyer when the products are made available to the first haulier from Brushcom's warehouse in the Netherlands.
- 8.4. Brushcom is entitled to deliver in parts and to invoice the Buyer for each part separately. Contrary to Article 73 of the Vienna Sales Convention each delivery should be regarded as a separate contract.

9. STORAGE

- 9.1. If, for whatever reason, the Buyer is unable to receive the goods at the agreed time and the goods are ready for dispatch, Brushcom will, at the request of the Buyer, store and secure the goods and take all reasonable measures to prevent deterioration in the quality of the goods until such goods have been delivered to the Buyer.
- 9.2. The Buyer is obliged to pay Brushcom the storage costs in accordance with the customary rate at Brushcom and, in the absence thereof, according to the customary rate in the sector, from the time that the goods are ready for shipment or, if this is a later time, from the delivery date agreed to in the purchase agreement.

10. TRANSFER OF OWNERSHIP AND RISK

- 10.1. Sale and delivery shall take place under extended retention of ownership. Brushcom retains ownership of the goods delivered – whether or not delivered, and whether or not paid for - until the moment the Buyer has complied with all its commitments towards Brushcom under the current Agreement. The retention of ownership also applies to claims that Brushcom has or is entitled to due to the Buyer failing to fulfil one or more of its commitments under the aforementioned Agreement. Until such time, the Buyer is obliged to keep the goods delivered by Brushcom separate from other goods and clearly identifiable as Brushcom property and to adequately insure the goods and to keep them insured.
- 10.2. The buyer is entitled to resell or process the goods delivered by Brushcom in a normal manner, but as long as the goods have not yet been fully paid, the buyer is not entitled to pledge the goods to an external party or have them serve as security for an external party or transfer them under any title to an external party as security.
- 10.3. The Buyer in default of payment is obliged to return the goods which have not yet been sold to Brushcom, at first request. The cost of these returns shall be borne by the Buyer.

11. WARRANTY

- 11.1. For as far as there is a warranty for the delivered goods, the warranty shall expire at the moment that the goods are resold or processed by the Buyer.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Brushcom retains the copyright as well as any other intellectual and/or industrial property rights on its designs, illustrations, drawings and offers issued. All this data shall remain the property of Brushcom and may not be copied, or made available to external parties or used in any other way without Brushcom's express written permission.

13. PRICE

- 13.1. The selling price mentioned by Brushcom is based on its purchase price and other cost factors. Should one of these cost price components be increased after the confirmation of the order, but before the transfer of the goods, Brushcom reserves the right to pass on those increases to the Buyer.

- 13.2. Without prejudice to the general applicability of this clause, it is in particular applicable on a change to import or export rights or other rights or charges occurring after dispatch of the order confirmation and on changes in the exchange rate of the Euro compared to the foreign currency where Brushcom has purchased the goods.

14. SECURITY

- 14.1. If any doubts on the Buyers payment capacity may arise or its financial assets, Brushcom is entitled to request a prepayment or - to fulfil the payment obligation of the Buyer- sufficient security or supplementation thereof and only after this advance payment has been received or this security has been provided or has been fulfilled, deliver or continue with delivery.
- 14.2. The Buyer itself shall be responsible for this and may as a possible result of this suffer delayed delivery and consequent damages.
- 14.3. If the Buyer has not proceeded to advance payment or security within 14 days of Brushcom's request, Brushcom is entitled to terminate the Agreement without notice of default and with immediate effect entirely or partially, without legal intervention, without being obliged to pay any compensation.

15. PAYMENT CONDITIONS

- 15.1. The payment term deadline is established as 14 days after the invoice date unless the Parties expressly agree otherwise in writing. Settlement, discount or deferment of any nature by the Buyer is excluded.
- 15.2. Brushcom reserves the right, even after partial delivery of the goods and/or services, to request financial securities and sureties from the Buyer. In accordance with Article 14.
- 15.3. In case of late payment, the Buyer shall by law be charged a default interest of 1.5% per month, payable immediately and due to Brushcom.
- 15.4. In the event of late payment, the Buyer will owe Brushcom extrajudicial collection costs: These extrajudicial collection costs shall amount to 15% of the outstanding invoice amount, with a minimum of € 250.00.
- 15.5. The Buyer shall also pay all extra-judicial and legal expenses incurred by Brushcom in order to claim the observance of the Buyer's commitments. Among the extra-judicial costs, shall be included the costs related to an application for bankruptcy, by means of debt collection.
- 15.6. In the event of any payment default, all Brushcom invoices shall become immediately due and payable by the Buyer.
- 15.7. Brushcom is entitled to settle all receivable amounts from the Buyer, against claims from Brushcom and Brushcom's (in)directly affiliated companies in any way whatsoever, from the Buyer.
- 15.8. If the Buyer is in any way part of a group of companies, the Buyer in the sense of this article also includes all companies belonging to that group in any way.

16. TERMINATION OF AGREEMENT

- 16.1. Unless agreed otherwise in writing, the agreements should be considered as separate agreements, and no agreement should be created that requires termination.
- 16.2. If and insofar as the Buyer can provide written proof that there is a fixed-term agreement then, unless agreed otherwise, this agreement may be terminate in writing subject to a notice period of 3 months (calculated from the final working day of the month) without any liability to pay compensation in such a situation.

17. DISPUTES

- 17.1. Dutch law applies exclusively to all offers, Agreements and the implementation thereof.
- 17.2. All disputes between the parties arising from this Agreement, or directly or indirectly related thereto, will exclusively be judged by the competent court in Hertogenbosch, unless another relatively competent (Dutch) Court has been selected.