

GENERAL CONDITIONS OF SALE AND DELIVERY OF MARON STEEL SUPPLIES B.V.

General

- 1.1 In these general conditions of sale and delivery, "seller" is taken to mean MARON STEEL SUPPLIES B.V. ("Maron") as provider, seller or any other capacity.
In these general conditions of sale and delivery, "buyer" is taken to mean the prospective buyer, prospective client and, more generally, the seller's other party.
- 1.2 These conditions apply to all agreements of the seller, under which the seller undertakes to provide goods and/or services.
- 1.3 Any purchase conditions or other conditions applied by the buyer will not bind the seller, other than when explicitly accepted in writing by the seller.
- 1.4 Commercial terms, used in quotations, order confirmations or otherwise, must be interpreted in accordance with the ICC Incoterms as they apply when the agreement is concluded, all this insofar as they do not contradict these General conditions of sale and delivery.

Agreement

- 2.1 Quotations, official lists and other announcements by the seller do not bind the seller.
- 2.2 In the event of a difference between the order of the buyer and the written confirmation of the seller, only the seller's confirmation is binding.
- 2.3 If an order is placed orally (including by telephone) with one of the seller's members of staff, the order is deemed to have been accepted by the seller and the agreement is deemed to have been concluded only when the seller does not within a specified term notify the buyer that the seller does not accept the order or not as it was made:
- a. delivery from stock: within ten working days of the order;
 - b. delivery not falling under a: within four weeks of the order.
- 2.4 The seller is entitled - if in its reasonable opinion the buyer's financial situation gives rise to that - to demand advance payments or security and to suspend all or part of the execution of the agreement in anticipation thereof. In the event that this advance payment is not forthcoming or this security is not furnished to the reasonable satisfaction of the seller, the seller is entitled to dissolve the agreement by means of a single written statement and without legal intervention, without prejudice to the seller's right to compensation if such terms are in place, and without the buyer being able to claim any compensation.
- 2.5 If as a result of a situation of force majeure the seller cannot reasonably be expected to fulfil its delivery obligation, the seller is entitled to suspend delivery. Should these circumstances exceed a period of two months, both parties will be entitled to dissolve the agreement for the future with regard to the goods affected by force majeure, by means of a single written statement. Force majeure will in all cases include:
- a. in addition to what law and case law stipulate, all external causes, including political situations, the weather, earthquakes, fire, loss or

theft of tools, the loss of materials to be processed, road blocks, strikes, work interruptions and import, export or trade restrictions of whatever nature, foreseen or unforeseen, outside of the user's control yet as a result of which the user is unable to fulfil its obligations, including industrial action at the user's business;

- b. disruptions or interruptions of operations of any nature, and regardless of how they are caused;
 - c. delayed or late delivery by the supplier or suppliers of the seller;
 - d. transport issues or transport obstructions of whatever nature, impeding or obstructing transport to the seller's business or from the seller's business to the buyer.
- 2.6 During force majeure, the user's obligations to deliver and otherwise will be postponed. If the period during which the user is unable to fulfil its obligations due to force majeure continues for more than 2 months, both parties will be authorised to dissolve the agreement without any obligation to pay compensation.
- 2.7 Should the user have fulfilled its obligations partially when the situation of force majeure commenced, or only be able to fulfil its obligations partially, it will be entitled to charge the buyer for the parts delivered and/or deliverable and the other party be obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the objects delivered and/or deliverable do not have an independent value.
- 2.8 All additions, changes and other arrangements regarding the agreement are valid only when they have been agreed in writing.
- 2.9 The goods are sold and delivered with due observance of accepted tolerances for dimensions, quantities and weights, unless explicitly otherwise agreed upon.
- 2.10 The seller is not liable for errors in pictures, dimensions, weights, qualities and/or prices or official lists.
- 2.11 The buyer can cancel an agreement already concluded only with the prior written consent of the seller. If the seller agrees to the cancellation, the buyer owes the seller compensation at 25% of what the buyer would have owed the seller upon execution of the agreement, without prejudice to the seller's right to full compensation for costs and damage/losses.

Delivery date

- 3.1 The agreed delivery dates and times are approximates only and subject to unforeseen circumstances.
- 3.2 Without prejudice to the provisions in article 2 and apart from force majeure, exceeding the approximate delivery date does not give the buyer the right to dissolve the agreement and/or to claim compensation, unless the buyer can prove intent or gross negligence on the part of the seller.
- 3.3 If the delivery cannot be made at the agreed time or within the agreed term, the seller is entitled to make partial deliveries and to a reasonable later delivery date.

Warranty, Complaints and Liability

- 4.1 The buyer must check the goods against the order immediately after delivery. Any complaints must be submitted to the seller in writing within ten working days of the delivery date.
- 4.2 Quality requirements or quality standards of goods to be delivered by the seller must have been explicitly agreed on.
- 4.3 The seller's warranty obligation will never cover more than the quality stipulations or quality standards explicitly agreed on.

- 4.4 If, taking the above into account, the buyer's complaint is justified, the buyer can either opt for a new delivery or - insofar as the seller imputably fails despite a correct written notice of default from the buyer - for full or partial dissolution of the agreement. The buyer must keep the faulty goods available to the seller.
- 4.5 The seller's warranty, if any, does not apply if:
- a. and for as long as the buyer is in default towards the seller;
 - b. the goods have been exposed to abnormal conditions or have been handled carelessly or incompetently;
 - c. the goods have been stored longer than normal, and it is likely that this has led to a loss of quality;
 - d. the seller has not been given the opportunity to study a fault within ten working days of that fault having been discovered;
 - e. one year has lapsed since the delivery was made.
- 4.6 The seller does not warrant and will never be expected to warrant or guarantee that the purchased goods are suitable for the purpose for which the buyer wishes to treat, process or use the goods. Samples are provided only by way of indication.
- 4.7 In the event this agreement relates to goods which the seller buys or has bought from third parties, the seller's responsibility and/or liability is limited to that for which the seller's supplier is responsible and/or liable towards the seller. This provision applies only insofar as this application is more favourable for the buyer than the provisions in 4.4 and 4.6.
- 4.8 Apart from any warranty obligation referred to in this article, neither the seller, its staff, nor any third parties hired by the seller will ever, for whatever reason, be liable towards any third party with regard to any obligation to delivery, delivering goods, the delivered goods themselves or the use thereof, or any work or advice.

Transport

- 5.1 When the seller has notified the buyer of the fact that the goods, regardless of the agreed transport method, are available, the buyer is immediately obliged to take possession of them. Failure to fulfil this obligation gives the seller the right to store the goods at the expense and risk of the buyer and to invoice the buyer for this, without the buyer being able to refuse payment on account of not having taken possession of the goods yet.
- 5.2 As soon as the vehicle has arrived at the buyer, it is obliged to find the fastest solution. In the event that this obligation is not fulfilled, the provisions of 5.1 will apply mutatis mutandis.
- 5.3 The seller will select the means of transport, without this choice affecting the provisions in article 2.
- 5.4 Goods to be delivered by the seller are transported at the expense and risk of the buyer, unless explicitly agreed otherwise.

Payment

- 6.1 All payments must be made within thirty days of delivery, net cash and without the buyer being entitled to any not explicitly agreed discount or setoff. Divergent payment arrangements must be agreed in writing.
- 6.2 The buyer is deemed to default on payments without a demand or notice of default being required after the term referred to in 6.1 has lapsed if no full payment has been made during that term or if a judicial or extrajudicial moratorium, bankruptcy or debt management scheme has been applied for or granted.
- 6.3 In the case referred to in the previous paragraph, the buyer owes the seller interest on the unpaid part until the day on which payment is made in full, in

accordance with an interest rate of 3% above the statutory interest rate applicable in the Netherlands.

If the seller must take judicial or extrajudicial measures due to a late payment, all costs resulting from this will be payable by the buyer, amounting to at least 15% of the outstanding claim, subject to a minimum of EUR 115.00, without prejudice to the seller's right to compensation.

- 6.4 Regardless of diverging regulations or payments, the seller is entitled to apply all payments in an order chosen by the seller to anything the buyer owes the seller by virtue of deliveries, interest and/or costs.

Ownership and retention of title

- 7.1 All goods delivered remain the exclusive property of the seller until the moment on which the buyer has fulfilled obligations resulting from or in connection with agreements under which the seller is obliged to deliver, including claims with regard to penalties, interest and costs, including costs due to a loss of value and/or taking back delivered goods. Until that date, the buyer is obliged to keep the goods delivered by the seller separated from other goods and to have them clearly marked as being the property of the seller, to take out and maintain adequate insurance and not to treat or process the goods.
- 7.2 In the event that the buyer fails to fulfil any obligation towards the seller by virtue of paragraph 1 of this article, or if there is good reason to believe that the buyer will not fulfil those obligations, the seller is entitled to immediately take possession of those goods, wherever they are, without a notice of default being required. The costs of this are payable by the buyer.
- 7.3 As long as the aforementioned claims are outstanding, the buyer is not entitled to sell the goods in question or to establish a right of pledge or non-possessory pledge on the goods in question.
- 7.4 The moment the buyer has fulfilled all of its obligations towards the seller as referred to in paragraph 1 of this article, the seller will transfer ownership of the delivered goods to the buyer, subject to the seller's right of pledge, in favour of other claims the seller may have against the buyer. On the seller's first demand, the buyer will cooperate in any action required in that respect.

Dissolution

- 8.1 The seller is entitled to dissolve this agreement by registered letter with immediate effect without legal intervention being required and without being obliged to pay any kind of compensation if:
- the buyer refuses to make an advance payment or provide sufficient security when demanded to do so in conditions referred to in article 2.4;
 - the buyer applies for a (temporary) moratorium, the buyer files for bankruptcy, a third party files for the buyer's bankruptcy or if the buyer is dissolved;
 - the buyer dies;
 - the buyer fails to fulfil any obligation towards the seller resulting from the agreement, fails to do so in full, correctly or in time and, despite a request to that end, fails to remedy the shortcoming within 7 days of that request.
- 8.2 Only when a situation of force majeure on the part of the seller, as referred to in article 2.5, exceeds a period of two months, both the buyer and the seller may dissolve the agreement by registered letter, yet only for those obligations that have not yet been fulfilled. In that case, the parties are not entitled to compensation of any damage/losses suffered or to be suffered as a result of the dissolution.

Disputes

- 9.1 All agreements of the seller are governed by the laws of the Netherlands. The provisions of the Vienna Sales Convention do not apply, nor do any existing or future international regulations with regard to the purchase of movable tangible property whose scope can be excluded by the parties.
- 9.2 All disputes that may arise between the parties will be resolved by a competent court in the Netherlands, within whose jurisdiction the seller has its place of business, unless the law, due to mandatory rules of law, has appointed an alternative court.
- 9.3 In the event that these General Conditions of Sale and Delivery are also available in a language other than Dutch, the Dutch text will prevail in the event of contradictions at all times.