



De Jong Combustion b.v.
's-Gravelandseweg 390
3125 BK Schiedam
The Netherlands
Chamber of commerce no.: 24489047
VAT no. : NL 82.21.42.077.B01



R&V Engineering b.v.
Borneolaan 27
1217 GX Hilversum
The Netherlands
Chamber of commerce no.: 39084971
VAT no.: NL 81.28.91.577.B01

Rev. 00, March 10th, 2021

Standard Conditions of Sale for De Jong Combustion b.v and R&V Engineering b.v.

1. Definitions

- 1.1. The following capitalized terms shall have the meaning ascribed to them in this clause, unless the subject or context requires otherwise:

Agreement: any agreement concluded in writing between Supplier and Purchaser containing special terms and conditions in addition to or deviating from the STC or Order.

Delivery: delivery of the Goods following an Order and/or Agreement.

Goods: any materials, equipment, items, products, components, software and any related services.

Incoterm(s): the most recent version of the ICC Incoterms.

Order: all orders placed by the Purchaser with Supplier, all requests made by the Purchaser for quotations or offers.

Purchaser: the other party to the Order and/or Agreement with Supplier acting as its supplier.

Quotation(s): all offers of quotations made by Supplier, either requested or non-requested by Purchaser.

STC: these Standard Terms and Conditions of Supplier, including future amendments.

Supplier: De Jong Combustion b.v. (located in Schiedam) and/or R&V Engineering b.v. (located in Hilversum), both entities of A. de Jong Groep.

- 1.2. Under “in writing” or “written” shall in these STC also be understood per fax, email, EDI or other (electronic) medium.

2. Applicability

- 2.1. These STC form part of all Quotations and Agreements for the supply of Goods and/or services by Supplier.

- 2.2. All terms and conditions in these STC remain in effect between parties for every Quotation and for the entire period of performance under an Agreement, unless expressly agreed otherwise by both parties in writing.

- 2.3. Supplier expressly rejects any general terms and conditions issued by the Purchaser. Conditions of purchase or other conditions sent by the Purchaser and more specifically every clause incompatible with these STC can only be binding if accepted by Supplier in writing.

3. Orders

- 3.1. The designated Order issued by the Purchaser must state a complete description of the Goods to be delivered and/or activities/performances to be executed by Supplier.

- 3.2. Sending offers or Orders does not oblige Supplier to accept an Order/commission.

4. Conclusion of the Agreement

- 4.1. An Agreement with Supplier is only concluded after an Order is accepted by Supplier in writing or as soon as Supplier has made a start with the execution of the commission. The order confirmation of Supplier is deemed to reflect the Agreement correctly and completely. In case of differences between the Order of the Purchaser and the order confirmation of Supplier, the order confirmation shall prevail.

- 4.2. Each Agreement with the Supplier is concluded under the suspending condition that the Purchaser is creditworthy in a demonstrable manner for the monetary compliance with the Agreement.
- 4.3. Subsequent deliveries or other kinds of performances form independent agreements and do not constitute continuing performance agreements on the basis of which Supplier would be required to continue deliveries/performances, unless explicitly agreed so.

5. Prices

- 5.1. Unless stated otherwise, prices mentioned in Quotations or Agreements relate to prices for the Goods including costs relating to FCA delivery (according to the Incoterms) from workshops/warehouses in The Netherlands, export packing included.
- 5.2. Erection and start-up services are only included in the price if stated as such in the Quotation or in an Agreement. If start-up services of equipment as supplied by Supplier are required, or erection of equipment supplied by Supplier is carried out by others, and supervision by Supplier is required, Supplier's service-engineers are available against daily rates applicable at the time of performance of the service.
- 5.3. Should the costs of production or distribution of the Goods substantially increase after the date of Quotation due to an increase in costs of labor and/or materials/Goods and/or any other factor or circumstances beyond Supplier's fault or control determining the costs of production or distribution, Supplier is entitled to increase the price agreed upon accordingly.
- 5.4. Supplier cannot accept back charges for work performed by others upon or in conjunction with equipment/Goods supplied by Supplier, unless prior written authorization has been given by Supplier.

6. Terms of payment

- 6.1. Complete payment has to be effected within 30 days after delivery of the Goods or within 30 days after the Goods are ready for shipment (whichever comes first), unless installments have been specifically agreed upon. In case of the latter, payment will take place in accordance with the terms mentioned in the Quotation.
- 6.2. A claim to compensation of debts, suspension or other set-off claims that Purchaser has or pretends to have on Supplier is excluded.
- 6.3. In case of payment by Letter of Credit, the Purchaser must arrange for an irrevocable and completely workable Letter of Credit opened by a first class bank for 100% of the amount of the invoice payable against presentation of the usual documents.
- 6.4. Invoices of Supplier become immediately due and payable, therefore also before the expiry of the payment term, if there is reasonable doubt with regard to the financial soundness of the Purchaser or if the Purchaser is in default in the compliance with any obligation under other/preceding/later Agreements.
- 6.5. If delivery takes place before payment, the delivered Goods remain the property of Supplier and the Purchaser shall be deemed to keep the Goods for Supplier. In such event, Purchaser shall not proceed to treatment or processing of the Goods as long as it has not or not completely complied with the payment obligations and all other contractual obligations towards Supplier.
- 6.6. For as long as the property of the delivered Goods has not been transferred to the Purchaser, it may not sell these Goods, process, treat or mix them, give a lien to them or grant any other right to a third party to the disadvantage of Supplier.

7. Delivery

- 7.1. Delivery takes places FCA, warehouse or other storage locations in the Netherlands, according to the ICC Incoterms, unless explicitly agreed otherwise in writing.
- 7.2. The delivery time will be calculated from the date of receipt of the written Order and/or of final approved drawings, and assumes no delays resulting from inspections by or on behalf of Purchaser.
- 7.3. Purchaser is required to take delivered Goods into receipt immediately.
- 7.4. Should the Purchaser remain in default with the take-off of the Goods, then Supplier is authorized - at the expenses of the Purchaser - to transport the Goods back and/or to store these or to sell these to a third party, notwithstanding the right to compensation of damages and costs.

7.5. Supplier will aim to meet the delivery time agreed upon, but shall not be liable for loss or damages of any nature, consequential damages therein included, arising from delays in this delivery time.

8. Drawings and Instruction Books / intellectual property

- 8.1. Drawings and instruction books made and assembled for Goods, equipment and/or installations supplied by Supplier remain the property of Supplier. The Purchaser guarantees that no data will be copied, multiplied, stored, showed, made known to or used by others, unless explicit written authorization is given by Supplier. . These data must be returned to Supplier upon first request.1
- 8.2. Documents are provided digitally, in a commonly accepted format. Unless otherwise agreed upon, hardcopies are not provided.
- 8.3. Goods supplied by Supplier may not be (partly) copied or reproduced without Supplier's prior written consent.

9. Guarantees

- 9.1. Supplier guarantees the quality of its products on the condition of proper installation, use and maintenance. Supplier guarantees that the delivered Goods comply with usual trade quality and with the requirement of European product legislation such as applied in the Netherlands, unless agreed otherwise explicitly and in writing.
- 9.2. The guarantee covers a period of maximum 12 months from the date of operational start-up or 18 months after delivery, whichever expires first, unless agreed otherwise explicitly and in writing.
- 9.3. The guarantee is limited to – at the discretion of Supplier - replacement or repair of faulty parts or components.
- 9.4. The Purchaser is bound to follow Supplier furnished documentation including but not limited to the operating and maintenance manual and will upon request provide all original data sets of operational performance values to Supplier for the duration of the guarantee period.

10. Inspection/term for complaints

- 10.1. The Purchaser is obliged to inspect the delivered Goods immediately upon delivery for possible defects, deviations, shortfalls or other shortcomings and to report these in writing to Supplier within 5 days after delivery.
- 10.2. For defects which are not visible or not noticeable upon normal inspection applies a term for complaints of 5 working days from the moment the Purchaser has become or could have become familiar with the defect, or after the defect has manifested itself.
- 10.3. In case of defects of the delivered Goods, Purchaser shall provide Supplier the reasonable opportunity to replace or repair the Goods, without having the right to claim any costs resulting from this replacement or repair. In case of defects, Purchaser will receive no other form of compensation but the repair or replacement of the delivered Goods.
- 10.4. After expiry of the aforementioned terms in 10.1. and 10.2. or after treatment, processing, other use or onward sale of the delivered Goods, the delivered Good is deemed to have been approved. Thereafter, no more complaints can be made about defects, deviations, shortfalls or other shortcomings.
- 10.5. For examination of the validity of a complaint, the Purchaser must provide complete cooperation and keep the Goods available for inspection. Expertise reports upon the request of Purchaser do not bind Supplier.
- 10.6. The right of complaint and any claim with regard to non-conformity or shortcomings of the delivered Goods and/or executed performances become forfeit, at least the Purchaser can make no claim hereto, if:
 - a. the Goods have been exposed to abnormal circumstances, or have not been treated in accordance with the user instructions or otherwise have been treated carelessly or inexpertly and/or;
 - b. the Goods have been stored longer than what would constitute normal practice and it is likely that because of this loss of quality has emerged and/or;
 - c. the Purchaser fails to (completely) comply with other clauses as stipulated above.
- 10.7. Complaints of whichever nature do not suspend payment obligations and/or other obligations of the Purchaser towards Supplier.

11. Force Majeure

- 11.1. Supplier shall not be liable or deemed to be in default in the compliance with its obligations, delay in the delivery therein included, if the non or non-timely compliance is due to causes outside its powers or reasonable control.
- 11.2. Events of force majeure concern, inter alia, circumstances like trade restrictions, embargoes, sudden (cost) price increases, government measures, war, pandemic, strikes, blockades, accidents, fire, explosion, drop-out of machines or other enterprise disruptions, cyber-crime or any other events lying outside the direct control of Supplier that have led to non or non-timely compliance by Supplier or its subcontractors.
- 11.3. The execution of the Agreement shall be suspended for as long as the force majeure situation continues, notwithstanding the right of Supplier to dissolve the Agreement in case of force majeure.

12. Exclusion and limitation of liability/indemnification

- 12.1. Neither party shall be liable towards the other for any damage or cost of whichever nature, direct or indirect, therein included consequential damage (including, but not limited to, stagnation damage, missed profits, loss of goodwill, fines, business interruption, loss of interest, etc.) arising out of or in connection with the obligations under the Agreement between parties, unless stated otherwise in these STC or in case of intentional misconduct.
- 12.2. Purchaser indemnifies Supplier for all claims of third parties for compensation of damages, product liability therein included, connected with the use of the delivered Goods and/or performances executed by Supplier under the Agreement, or any violation of patents, licenses or other rights of third parties resulting from the use of data furnished by or on behalf of Purchaser.
- 12.3. Supplier shall not be liable for any damage to persons and/or objects of any party caused by the improper use of the Goods delivered by Supplier.
- 12.4. The aggregate liability of Supplier on whichever basis, legal ground and under whichever circumstances, which liability might not be excluded or limited on the basis of the STC, is in all instances limited to 50% of the value of the contract between parties.

13. Cancellation

- 13.1. In the event the Purchaser cancels the Agreement, Supplier is to be reimbursed for all costs incurred under performance of the Agreement until the date of receipt of the cancellation, as well as all costs that will be incurred as a direct or indirect consequence of the cancellation. The statement of these costs provided by Supplier will be binding, as far as costs do not exceed the original contract price.
- 13.2. Notwithstanding and in addition to the stipulations in these STC, Supplier is authorized to terminate each Agreement with the Purchaser with immediate effect, without an intervention of the courts being required and without Purchaser being entitled to any compensation of whichever damages, if:
 - a. There is reasonable doubt regarding the financial soundness of the Purchaser or in case of late payment or if attachments on parts of its capital have been performed;
 - b. The Purchaser files for suspension of payment, files for bankruptcy or if a request for bankruptcy of the Purchaser has been submitted;
 - c. The Purchaser is liquidated, dissolved or dies.

14. Default

- 14.1. In the event of non-timely payment of the price of the invoice or a part thereof, the Purchaser is in default by law, without any notification of default being required. In that event, Supplier is authorized to charge the Purchaser with all costs to be made for the collection of the outstanding amount in-court and out-of-court, including lawyers' fees.
- 14.2. In the event the Purchaser remains in default of its obligations under the Agreement over thirty days, Supplier is authorized to suspend its performance or – at its discretion – to dissolve the agreement with direct effect.

14.3. In case of default under this Section, the Purchaser is liable for all damages suffered and/or yet to suffer and costs incurred by Supplier resulting from the shortcoming of the Purchaser in the compliance with the Agreement.

15. Partial nullity

15.1. Should any stipulation of the STC be null or be annulled, then the other stipulations shall remain completely in force.

15.2. In such event, Supplier shall replace the null or annulled stipulation(s) of the STC by (a) new, legally permissible stipulation(s) whereby as much as possible the purpose and scope of the null or annulled stipulation(s) shall be observed.

16. Applicable law

16.1. Insofar as the Purchaser has its seat of business outside of the Netherlands, all Agreements concluded with Supplier to which these STC are partly or completely applicable, shall solely be governed by the United Nations Convention on the International Sale of Goods of 11 April 1980 (CISG), insofar necessary with addition of the latest version of the UNIDROIT Principles of International Commercial Contracts, and insofar not covered by the aforementioned rules by the laws of the Netherlands.

16.2. All disputes arising in connection with the Agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The arbitral Tribunal shall be composed of one arbitrator. The place of arbitration shall be Rotterdam, the Netherlands, and the proceedings shall be conducted in the English language.

16.3. With regard to counterparties having their seat of business within the Netherlands, the Agreement will solely be governed by the law of the Netherlands.

17. Language

17.1. Unless agreed otherwise, documentation is provided in the English language only.