

GENERAL TERMS AND CONDITIONS OF PURCHASE TULIPÁN ARROZ BV (ENGLISH)

Article 1 – Offers, Orders, Contract Awards, Order Acceptance

- 1.1 The Seller's offers shall be free of charge and non-binding. Any deviations from our inquiry or order/contract award shall be clearly indicated. All contracts are subject to the terms and conditions of purchase as listed herein; any conflicting general terms and conditions from the Seller are expressly rejected, even if they are submitted to the Purchaser at a later date.
- 1.2 Orders/contract awards or order confirmations shall only bind the Purchaser if they are made in writing. All supplements and alterations must also be made in writing. Silence regarding offers and order confirmations shall not be construed as their acceptance.
- 1.3 The Purchaser must receive the acceptance/confirmation of orders/contracts promptly, but no later than 7 days after the receipt of the order. Delayed or modified order/contract acceptances/confirmations shall be considered new offers from the Seller.
- 1.4 The Purchaser is entitled, within reasonable limits, to change the scope of supplies/services to be provided by the Seller.

Article 2 – Prices, Documentation

- 2.1 Prices shall be fixed and binding for the duration of the contract and shall be understood as delivered free to the final destination specified by the Purchaser.
- 2.2 All drawings and other documents provided shall remain the property of the Purchaser. Upon delivery/performance, the Seller must return them at no charge. The Seller must not use these documents for purposes other than those specified in the contract, nor may they copy or disclose them to third parties. The Seller will be liable for any damages arising from non-compliance with this provision.
- 2.3 All documentation must be supplied free of charge, including storage, erection, and operating instructions, and documents for the maintenance and repair of the supplies/services. The provision of documentation is an integral part of the supplies/services.

Article 3 – Delivery / Performance Time

- 3.1 The agreed delivery/performance times are binding. If the Seller fails to meet these times, and any additional grace period granted expires without result, the Purchaser reserves the right to (i) demand delivery/performance and compensation for the delay or (ii) cancel the contract, without prejudice to any other legal claims.
- 3.2 In the event of a delay caused by the Seller, the Purchaser is entitled to claim liquidated damages of 0.5% of the total contract value for each day of delay, not to exceed 5% of the total contract value.
- 3.3 The Seller must inform the Purchaser promptly if they foresee any delays in delivery/performance, specifying the reasons and the anticipated length of the delay.
- 3.4 If the Seller exceeds the delivery time, the Purchaser may request expedited delivery/performance. Any additional costs incurred shall be the responsibility of the Seller.
- 3.5 Early deliveries/performances and partial deliveries/performances require the Purchaser's written consent and do not affect the payment date.

Article 4 – Shipment

- 4.1 The Seller must ensure proper packing and shipment according to the Purchaser's instructions and notify the Purchaser on the day of shipment. All dispatch notes and invoices must include the order date, department, job, drawing, item numbers, and any other relevant data. Partial or remaining deliveries must be clearly marked as such. The Purchaser may deduct costs incurred due to non-compliance from the invoice amount.
- 4.2 For deliveries from other EU countries, the Seller is responsible for Intrastat registration.
- 4.3 The Purchaser is not obligated to return any packaging not separately invoiced unless specifically requested and at the Seller's expense.
- 4.4 The Purchaser will not pay for any excess weight over the agreed maximum. In case of discrepancies, the weight determined by the Purchaser will be decisive. For excess deliveries/performances accepted by the Purchaser, payment will be based on either the contract price or the current market price, at the Purchaser's discretion.
- 4.5 All parts and materials must meet the latest ISO/DIN standards and any other relevant regulations, if applicable.
- 4.6 The Seller agrees to store the deliveries at a warehouse at no cost to the Purchaser for up to 3 months upon written request.
- 4.7 The Seller bears the risk of accidental loss, destruction, deterioration, and transport risks until the goods are handed over or accepted at the destination. The current edition of INCOTERMS will apply to the interpretation of commercial terms.

Article 5 – Compliance with Statutory Provisions

The Seller shall comply with all relevant legal and regulatory provisions, particularly those pertaining to workplace safety, product safety, environmental protection, as well as foreign trade, tax law, and customs regulations, to prevent any additional costs for the Purchaser.

Article 6 – Handing over / Acceptance

The condition of the goods/services upon their receipt/acceptance by the Purchaser or our customer at the final destination shall determine the successful handing over/acceptance. In the event of defects or improper supply, the Purchaser may, at his discretion, accept the goods/services with reservations. Technical acceptance prior to delivery/performance will be at the Purchaser's expense for personal costs, with material costs borne by the Seller. Claims for obvious defects must be made within 14 days of receipt; for hidden defects, within 14 days of their discovery by the Purchaser or notification by our customer. The Seller waives the defense of delayed defect notification.

Article 7 – Warranty

- 7.1 The Seller guarantees that the supplied goods and services will be state-of-the-art, conform to the agreed specifications and standards, and be free from any defects affecting their value or suitability for their intended or contractually agreed-upon purpose.
- 7.2 In case of defective goods or services, we reserve the right to demand replacement or repair, withhold payment, reduce the price, or claim damages, as legally entitled.
- 7.3 The warranty period is two years, or five years for civil works, buildings, or structures from the date of acceptance.
- 7.4 If the Seller does not correct defects within a reasonable timeframe, the Purchaser may reject the supplies/services and claim damages. In urgent situations or if the Seller is in default, the Purchaser may remedy the defects at the Seller's expense and risk.

7.5 Warranty claims are considered timely if reported within 14 days of detecting the defect and received by the Seller no later than 14 days after the warranty period ends.

7.6 Warranty claims become statute-barred six months after being lodged, but not before the warranty period ends.

7.7 Any lodged claim suspends the limitation period until the Seller definitively refuses the claim in writing.

7.8 The Purchaser may observe the production of supplies/services, even at the Seller's and his subcontractors' facilities, without affecting the Seller's warranty obligations.

7.9 Warranty terms also apply to replacements and repaired items. After such services, the warranty periods restart for the affected items.

7.10 For security, the Seller assigns to the Purchaser any warranty claims against subcontractors, and we accept this assignment. We reserve the right to pursue claims against the Seller or the subcontractor. The Seller must provide all necessary documents to the Purchaser to facilitate such claims.

Article 8 – Force Majeure

The Seller must immediately notify the Purchaser of any Force Majeure events affecting their ability to fulfill their contractual obligations. In such cases, the Purchaser may partially or fully cancel the contract or defer delivery/performance, with no claims due to the Seller. If the Purchaser experiences Force Majeure, it shall not be considered a failure to accept, and the Seller shall have no rights of retention or lien.

Article 9 – Invoices and Payment

9.1 Invoices must be presented in duplicate immediately after delivery/performance and must be separate from the supplies/services. They must include all specified order references and be received no later than the 7th day of the month following delivery/performance, or payment terms will extend by one month.

9.2 Payment will be made without deduction on the 15th of the month following the month of delivery/performance, based on quantities, dimensions, and weights as determined by the Purchaser.

9.3 No payment implies a waiver of any rights or claims, especially claims for damages or performance and warranty claims.

Article 10 – Third Party Intellectual Property Rights

The Seller will indemnify the Purchaser against all claims by third parties alleging intellectual property infringement related to the supplies/services.

Article 11 – Rescission, Suspension

11.1 If the Seller suspends payments, or if the Seller's assets are subject to seizure, bankruptcy, or settlement proceedings, the Purchaser may rescind the contract, retaining all other statutory and contractual rights and claims. The same applies to other significant reasons, including Force Majeure events such as strikes, lockouts, or major plant disruptions.

11.2 The Purchaser may demand a temporary halt or suspension of delivery/performance. Reasonable expenses incurred by the Seller due to suspension will be adequately reimbursed upon request.

Article 12 – Acting as Agents

When ordering on behalf of and for the account of a third party, the Purchaser shall accept supplies/services and make payment on their behalf.

Article 13 – Assignment and Transfer

The assignment of claims against the Purchaser must be communicated in writing. The order cannot be transferred to a third party, in whole or in part, without the Purchaser's prior written consent.

Article 14 – Retention of Title

Title to the supplies/services passes to the Purchaser upon payment or set-off, at the latest, free from any liens, mortgages, or encumbrances. Additional retention of title claims are excluded.

Article 15 – Place of Fulfillment and Jurisdiction

The place of fulfillment for the Purchaser's obligations is the Purchaser's registered office. The Seller's delivery/performance must be made to the specified final destination. The place of jurisdiction is the Purchaser's registered office, or at the Purchaser's discretion, the Seller's general place of jurisdiction.

Article 16 – Law

The laws of the Kingdom of the Netherlands apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

Article 17 – Severability

Should any provision of these General Terms and Conditions of Purchase be or become invalid, in whole or in part, this does not affect the validity of the remaining provisions. The invalid provisions will be replaced by those that most closely achieve the intended economic objective.

Final Provision

Deposited at the Chamber of Commerce by Tulipán Arroz (under no. 24135991)

Boezembocht 35
3034 KA Rotterdam
The Netherlands
Tel: +3110 7620921
Web: www.tulipanarroz.com