

## **GENERAL DELIVERY AND PAYMENT TERMS**

of Compressor Service Techniek BV, located at Bedrijvenstraat 9, 7641 AM in Wierden.  
Part of the Voskamp Group.

These general terms and conditions were filed on 05-09-2019 at the Chamber of Commerce in Enschede under number 52781860.

## **DEFINITIONS**

**CST;** One or each of the persons belonging to Compressor Service Techniek, who is a party to an agreement with the buyer and / or client, who has declared these general terms and conditions applicable to any agreement concluded.

**Buyer and / or client;** Any natural or legal person who has requested a quote from CST, or to whom CST has sent a quote, or with whom CST is negotiating the formation of an agreement, or with whom CST has entered into an agreement.

**Quotation;** Formal offer from CST to conclude an agreement, drawn up for a buyer and / or client.

**Order;** A verbal or written agreement between the buyer and / or client to CST.

**Agreement;** Any verbal or written agreement between CST and the buyer and / or client for the delivery of goods, services or the performance of work or combinations thereof, to which these general terms and conditions apply and any additions thereto and changes thereto.

**Purchased items;** All items that the buyer and / or client purchases or agreed to purchase from CST, in accordance with the contract / agreement concluded.

**Delivered items;** The delivery in accordance with the agreement / assignment of purchased items, the provision of services and / or work or combinations thereof, by CST for the buyer and / or client.

## **Article 1 APPLICABILITY OF THESE TERMS**

These conditions apply to every quotation and every agreement between Compressor Service Techniek BV, hereinafter referred to as CST and a buyer and / or client to whom CST has declared these conditions applicable, insofar as the parties have not explicitly deviated from these conditions.

## **Article 2 OFFERS**

The offers made by CST are without obligation; they are valid for 14 days, unless stated otherwise. The prices stated in an offer are exclusive of VAT, unless stated otherwise.

## **Article 3 AGREEMENTS**

CST is bound by an assignment after it has been confirmed in writing by CST. The same applies to any additions or changes to the assignment. The written confirmation of the assignment determines the scope of the assignment.

## **Article 4 DELIVERY**

1. Unless otherwise agreed, delivery will be made to the buyer and / or client. Prices do not include transport costs. Transport costs are for the account of the buyer and / or client. The risk of storage, loading,

transport and unloading lies with the buyer and / or client. The buyer and / or client can take out insurance against these risks.

2. The buyer and / or client is obliged to take delivery of the purchased goods at the time they are delivered or at the time they are made available to them according to the agreement. If the buyer and / or client refuses the delivery or is negligent in providing information or instructions necessary for delivery, the purchased items will be stored at the risk of the buyer and / or client. The buyer and / or client will in that case owe all costs incurred by CST, including in any case storage costs. The costs incurred will be defined by CST. Any negotiations on the costs defined by CST are explicitly rejected.

### **Article 5 DELIVERY TIME**

An agreed delivery time is not a strict deadline, unless explicitly agreed otherwise. In the event of late delivery, the buyer and / or client must therefore give CST written notice of default.

### **Article 6 TECHNICAL REQUIREMENTS**

If the goods to be delivered in the Netherlands are to be used outside the Netherlands, CST is responsible for ensuring that the goods to be delivered meet the technical requirements or standards set by the laws or regulations of the country where the purchased goods must be used, if the purchase of the use abroad is demonstrably reported. Also all other technical requirements that are placed by the buyer and / or client on the purchased goods to be delivered and which deviate from the normal requirements, must be demonstrably and explicitly reported by the buyer and / or client when the purchase agreement is concluded.

### **Article 7 SAMPLES, MODELS AND EXAMPLES**

If a model, sample or example has been shown or provided by CST, this is only presumed to have been shown or provided as an indication: the properties of the goods to be supplied may deviate from the sample, model or example, unless it was expressly stated that they are supplied in accordance with the sample, model or example shown or provided.

### **Article 8 TERMINATION OF AGREEMENTS**

In the following cases, CST is authorized to suspend further performance of the agreement or to dissolve the agreement, whereby CST may immediately claim the claims on the buyer and / or client. Without prejudice to CST's right to claim compensation;

- when, after concluding an agreement, CST becomes aware of circumstances in which CST has good reason to fear that the buyer and / or client will not fulfill his obligations;
- if CST has asked the buyer and / or client at the conclusion of the agreement to provide security for compliance with the agreement and this security is not provided or is insufficient;
  - in the event of bankruptcy; the agreement is dissolved, without judicial intervention after a written statement at the time when the buyer and / or client is declared bankrupt,
  - upon application for a provisional moratorium, or through a request from CST by a natural person;
  - when the buyer and / or client, upon acceptance by the court to declare the debt

rescheduling scheme applicable, or by seizure, under guardianship or otherwise, loses the power to dispose of his assets or parts thereof, unless the administrator deems acknowledges obligations arising from the agreement as estate debt;

In the event of termination of the agreement, the buyer and / or client will owe all costs incurred by CST, including in any case loss of profit, storage and transport costs. The costs incurred will be defined by CST. Any negotiations on the costs defined by CST are explicitly rejected.

In the event that a maintenance contract is terminated earlier than the agreed number of years, the buyer and / or client will be fined € 500.00 for each year that remains. The buyer and / or client is also obliged to purchase the parts that CST has in stock for the buyer and / or client.

In the case of a rental agreement, a rental price will be charged if the buyer and / or client decides to have the application for which the rental agreement is concluded repaired elsewhere and / or to purchase elsewhere than at CST.

#### **Article 9 WARRANTY**

1. CST guarantees that the goods it supplies are free from design, material and manufacturing defects for a period of 1 year after delivery on new compressors and for a period of half a year on new compressor related goods, counting from the day of the delivery. For used compressors and related items, a warranty period of 1 month applies, unless otherwise agreed. A warranty period of 1 month applies to repairs carried out by CST.
2. If the guarantee referred to in paragraph 1 applies and the purchased items are defective, CST is obliged to repair the purchased items within 14 days after the buyer and / or client has notified CST of the defect.
3. Purchased items that need to be delivered at home will be repaired at home. The travel costs incurred by CST are not covered by the guarantee. All other purchased items must be offered for repair at CST.
4. CST can choose to replace the purchased items if there are objections to the repair.
5. The buyer and / or client can only demand replacement of the purchased goods or termination of the purchase agreement if:
  - CST attempted to repair the same defect twice, these attempts have been fruitless and the defect is sufficiently serious to justify replacement or dissolution, or
  - the buyer and / or client demonstrates that the purchased items have or have exhibited so many defects that they do not comply with the agreement and that these defects justify replacement or dissolution.
6. The warranty is voided if the buyer and / or client damages caused by improper handling of the purchased items. Incorrect treatment is understood to mean, among other things, any action that conflicts with the user instructions and / or factory specifications supplied by CST.
7. The buyer and / or client must demonstrate that the purchased items show a defect within the warranty period to which this warranty applies. The warranty expires if the type or serial number of purchased items has been removed or changed.

#### **Article 10 RETENTION OF TITLE**

1. The goods delivered by CST remain the property of CST until the buyer and / or client has complied with all of the following obligations under all agreements concluded with CST:

- the consideration(s) with regard to the items delivered or to be supplied, themselves,
  - the consideration(s) with regard to the service provided or to be provided by CST, in accordance with the agreement,
  - any claims for non-compliance by the buyer and / or client of the agreement.
2. Goods delivered by CST, which fall under the retention of title pursuant to paragraph 1, may only be resold in the context of normal business operations. The buyer and / or client is not authorized to pledge the goods or to establish any other right on them.
3. CST retains the pledged rights as referred to in Article 3: 237 of the Dutch Civil Code as security for claims for goods delivered that have been transferred to the buyer and / or client by payment and that are still in the hands of the buyer and / or client. other than those referred to in paragraph 1 of this article, which CST may have against the buyer and / or client for whatever reason. The authority included in this paragraph also applies to goods delivered by CST that have been processed or processed by the buyer and / or client, as a result of which CST has lost its retention of title.
4. If the buyer and / or client does not meet his obligations or there is a justified fear that he will not do so, CST will be entitled to the delivered goods on which the retention of title referred to in paragraph 1 rests with the buyer and / or client or third parties who keep purchased goods for the buyer and / or client, remove them or have them removed. The buyer and / or client is obliged to fully cooperate in this regard. If the buyer and / or client does not cooperate, CST is entitled to claim a fine of 10% per day of deferment of the amount owed by the buyer.
5. If third parties wish to establish or assert any right to the goods delivered under retention of title, the buyer and / or client is obliged to inform CST as quickly as may reasonably be expected.
6. The buyer and / or client undertakes at the first request of CST:
- to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection;
  - to pledge to CST all claims of the buyer and / or client against insurers with regard to the goods delivered under retention of title in the manner prescribed in article 3: 239 of the Dutch Civil Code;
  - to pledge to CST the claims that the buyer and / or client obtains vis-à-vis its customers in the resale of goods delivered by CST under retention of title in a manner prescribed in article 3: 239 of the Dutch Civil Code;
  - mark the goods delivered under retention of title as the property of CST;
  - cooperate in other ways with all reasonable measures that CST wants to take to protect its property rights with regard to the goods and which do not unreasonably hinder the buyer and / or client in the normal course of its business.

## **Article 11 DEFECTS, COMPLAINT PERIODS**

1. The buyer and / or client must examine the purchased goods upon delivery or as soon as possible afterwards. Hereby the buyer and / or client must check whether the delivered goods meet the agreement, namely: whether the correct goods have been delivered;
- whether the delivered goods in terms of quantity (for example, the number and quantity) correspond to what was agreed;
  - whether the goods delivered meet the agreed quality requirements or, if these are missing, the requirements that may be set for normal use and / or commercial purposes.

2. If visible defects or deficiencies are found then the buyer and / or client must report these to CST in writing within 7 days after delivery.
3. Invisible defects must be reported by the buyer and / or client in writing to CST within 7 days after discovery, but no later than 1 year after delivery of newly purchased items and within 1 month after delivery of used purchased items.

### **Article 12 PRICE INCREASE**

If CST agrees a specific price with the buyer and / or client, CST is nevertheless entitled to increase the price:

1. CST may pass on increases in wages, raw material prices and currencies. If the price increase is more than 10%, the buyer and / or client has the right to terminate the agreement.
2. If a price increase takes place during the first 3 months after the conclusion of the agreement, the buyer and / or client, if this is a consumer, may terminate the agreement regardless of the percentage of the increase.

### **Article 13 PAYMENT**

1. Payment must be made within 14 days of the invoice date. After the expiry of 14 days after the invoice date, the buyer and / or client is in default; the buyer and / or client will owe the statutory interest plus 2% from the moment of default.
2. If payment is not made on the due date, the buyer and / or client will be in default. CST is entitled to suspend further delivery of services and / or products without further notice until full payment of outstanding invoices has taken place.
3. If the buyer and / or client is in default with regard to payment, CST is entitled to regard the present agreement as dissolved without judicial intervention. In that case, the client is liable for the damage suffered by CST, including loss of profit, transport costs and extrajudicial collection costs.
4. In the event of liquidation, bankruptcy or suspension of payment of the buyer and / or client, the obligations of the buyer and / or client will be immediately due and payable.
5. Payments made by the buyer and / or client serve first of all to settle all interest and costs due, and secondly to settle the invoices that have been outstanding the longest, even if the buyer and / or client states that the payment relates to a later invoice.

### **Article 14 COLLECTION COSTS**

If the buyer and / or client is in default with the fulfillment of one or more of his obligations, then all reasonable costs for obtaining satisfaction out of court will be borne by the buyer and / or client. In any case, the buyer and / or client is due:

over the first	€ 3,000.00	15%
on the excess up to	€ 6,000.00	10%
on the excess up to	€ 15,000.00	8%
on the excess up to	€ 60,000.00	5%
on the excess from	€ 60,000.00	3%

If CST demonstrates that it has incurred higher costs that were reasonably necessary, these will also qualify for reimbursement.

## **Article 15 LIABILITY**

1. For defects in delivered goods the guarantee as described in article 9 of these conditions applies.
2. CST is not liable for business damage or other consequential damage caused by the non-functioning or incorrect functioning of the delivered goods.
3. The liability of CST towards the buyer and / or client is always limited to the amount to which the liability insurance gives claim in the case concerned. If, insofar as, for whatever reason, no payment is made under the aforementioned insurance policy or if it does not provide cover, any liability is limited to the amount of the invoice value.
4. The above limitations do not apply if the damage is due to intent or gross negligence on the part of CST.
5. The buyer and / or client indemnifies CST against claims from third parties for product liability as a result of a defect in a product that was delivered by the buyer and / or client to third parties and that (partly) consisted of products and / or materials supplied by CST .
6. Incidentally, the legal rules apply to liability.

## **Article 16 FORCE MAJEURE**

1. Force majeure means circumstances that prevent compliance with the agreement and that cannot be attributed to CST. This will also include (if and insofar as these circumstances make fulfillment impossible or unreasonably complicate):
  - strikes in companies other than those of CST;
  - wildcats or political strikes at the CST company;
  - a general lack of required raw materials and / or other materials for bringing about the agreed performance required goods or services;
  - unforeseeable stagnation at suppliers or other third parties on which CST depends;
  - general transport problems.
2. CST also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after CST should have fulfilled its obligation.
3. During force majeure, the delivery and other obligations of CST are suspended. If the period in which force majeure fulfillment of the obligations by CST is not possible lasts longer than 3 months, both parties are entitled to terminate the agreement without there being any obligation to pay compensation in that case.
4. If, upon the occurrence of force majeure, CST has already partially met its obligations, or can only partially meet its obligations, it is entitled to separately invoice the aforementioned or deliverable part and the buyer and / or client is obliged to pay as if it concerned a separate contract. However, this does not apply if the reed stored or deliverable part has no independent value.

## **Article 17 DISPUTE SETTLEMENT**

1. Contrary to the legal rules for the jurisdiction of the civil court, any dispute between the buyer and / or client and CST in case a court has jurisdiction, will be settled by the court in Almelo. CST, however, remains authorized to sue the buyer and / or client before the competent court according to the law or the applicable international treaty.
2. If the buyer and / or client is a consumer, he has the right, during a month after CST has invoked this provision in writing, to choose to settle the dispute before the competent civil court according to the law.

**Article 18 APPLICABLE LAW**

Dutch law applies to every agreement between CST and buyer and / or client.

**Article 19 RETURNS**

1. Goods that are ordered and / or taken along and that are subsequently partially or fully returned must be returned at least within two months after delivery.
2. A minimum of 35% costs will be deducted from the amount paid.
3. Shipping and transport costs are not credited.
4. Goods specially ordered for you and opened packages cannot be returned.
5. If the packaging is opened and/or damaged, the goods can not be returned.

**Article 20 AMENDMENT**

CST reserves the right to unilaterally amend or supplement these general terms and conditions. The latest version of the general terms and conditions, as published on [www.cst-schiphorst.nl](http://www.cst-schiphorst.nl), always applies to CST agreements.

**Article 21 PERSONAL INFORMATION**

CST processes personal data of the buyer and / or client in accordance with applicable laws and regulations, such as the general data protection regulation. CST has drawn up a privacy statement for this, which can be found on [www.cst-schiphorst.nl](http://www.cst-schiphorst.nl).

Compressor Service Techniek, Bedrijvenstraat 9, 7641 AM Wierden (Ov)

Name:

Signature:

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