

Terms of service

General terms and conditions of business of the private limited company RM Support B.V., with its registered offices at Aquamarijnstr 143, 7554 NP Hengelo , the Netherlands and registered at the Chamber of Commerce in Enschede under number: 08133380

1. Definitions

RM Support:

The private limited company RM Support B.V., with its registered offices at Aquamarijnstr 143, 7554 NP Hengelo, the Netherlands, being the user of these general terms and conditions.

Buyer:

Any (legal) person who has concluded or wishes to conclude an agreement with RM Support, including that person's representative(s), authorized signatories, assignees or successors.

Agreement:

Written confirmation by RM Support of an order placed by buyer or acceptance by buyer of a non-revoked offer from RM Support or in the absence of either, an invoice from RM Support.

2. Applicability

- 2.1. These terms and conditions shall apply to all offers from RM Support and all agreements sealed with RM Support and the implementation thereof.
- 2.2. Any (general) conditions that the buyer may use are explicitly rejected by RM Support.

3. Offers

- 3.1. All offers presented by RM Support are non-committing unless explicitly stated otherwise by RM-Support in writing. RM Support may revoke a non-committing offer within two workdays after acceptance of same by buyer, in which case there is no agreement. All offers are based on the information supplied by the buyer upon requesting the offer.
- 3.2. If a model, sample, or example is supplied by RM Support, it serves as an estimate only. The actual specifications of the goods to be delivered may differ from the sample, the model, or the example. All information supplied with an offer remains the (intellectual) property of RM Support and must be returned upon its first request.

4. Prices

- 4.1. Every agreement sealed with RM Support is entered into on the basis of prices current at the time the offer was presented by RM Support.

- 4.2. If, after the establishment of an agreement, a price increase occurs (e.g. increased duties and/or taxes, unfavourable currency exchange rate, change in manufacturer's price, increase of material or base material prices, increased wages or salaries, social security contributions, government charges, and the like), RM Support shall be authorized to adjust its prices accordingly.
- 4.3. In cases as referred to in the preceding but not limited thereto, the buyer shall be authorized to cancel the agreement if the price increase is greater than ten (10) percent, provided that the cancellation is known within three (3) workdays from the date on which the buyer was informed of the price increase. In this event, the buyer is obligated to pay for services and products already delivered on basis of the process applied before the increase.
- 4.4. Sales tax (BTW/ VAT) and generally any other charges or levies imposed or chargeable under government regulations with regard to the conclusion, implementation and/or partial implementation of a purchase agreement are for the buyer's account. All prices quoted by RM Support are exclusive of sales tax (BTW/VAT), unless otherwise advised.

5. Conditions

- 5.1. Conditions, agreements and/or arrangements expressed between the parties are valid only if explicitly confirmed and laid down in writing by RM Support.

6. Changes

- 6.1. If an agreement is changed, any additional costs consequential to the change(s) are entirely for buyer's account. The agreed delivery time shall be changed accordingly.
- 6.2. RM Support is authorized to supply goods that may differ in detail from what has been agreed between parties if any such changes to goods to be delivered, packaging, or appertaining documentation were necessary to satisfy prevailing legal requirements, or if the changes are minimal only and designed to improve the delivered goods.

7. Delivery times

- 7.1. Any agreed delivery date shall not be considered terminal unless expressly agreed otherwise. In the case of an overdue delivery, the buyer must serve written notice of default to RM Support.
- 7.2. RM Support may deliver the sold goods in part-deliveries. RM Support shall be authorized to delay a delivery that forms part of a larger consecutive consignment of deliveries until the buyer has approved and accepted the completion of the previous part-delivery in writing.
- 7.3. If delivery takes place in consecutive consignments, such deliveries shall be deemed completed on the basis of separate agreements, each of which shall be governed by the present conditions.

8. Delivery

- 8.1. Unless agreed otherwise in writing, all deliveries are ex works at the RM Support site subject to Incoterms 2000. All shipping costs are for the buyer's account unless otherwise agreed by the parties in writing. Goods are shipped at the buyer's risk, even if RM Support provides insurance of the goods. RM Support is authorized to send the goods C.O.D.
- 8.2. The buyer is obligated to purchase the goods bought at the moment they are made available to him.
- 8.3. Should the buyer refuse the purchase, or be negligent providing information or instructions necessary for the delivery, the goods shall be stored at the expense and risk of the buyer. In that case, the buyer shall incur all additional expenses including, in any case, storage in accordance with applicable rates at RM Support and/or on the spot.
- 8.4. Unless expressly agreed upon otherwise in writing, the following services and duties, if delivery was settled on including assembly, do not belong to the task or responsibility of RM Support.
 - Constructional activities of whatever nature such as excavation, pile, driving, chopping, breaking, foundation, carpentry, plastering, and paintwork.
 - The connection of installations to electrical pressed air, gas, refrigerant or water mains and/or drain pipes, as well as additional assembly and testing of the installation.
 - Preparation for the installation and making the unit pressure-free prior to installation.
 - Work done to create a vacuum or do a pressure test.
 - Work done to adjust the installation except an adjustment of the oil injection line to the compressor.
 - Feeding of the cable up to the switch unit.
- 8.5. In case of delivery including assembly as referred to previously, the buyer is obligated to provide for:
 - Layout of the site in such a way as to permit the unimpeded progress of activities to be carried out by RM Support.
 - The assurance that all materials and tools, and work already performed, are extensively covered against theft, fire, war risk and other (company) risks;
 - The obtaining of the required permits and/or exemption for the installation.
- 8.6. RM Support is authorized to charge surplus and dearth work. Surplus work includes all that which is delivered and/or introduced by RM Support over and above the amounts and/or types of material to be processed expressly settled upon in the agreement, either at the request or expense of the buyer, at the expense of authorized third parties, or as a result of new or altered regulations, or if more work is performed than described in the agreement, including the activities mentioned in sections 4 and 5 of this article, services and provisions; whereas dearth work is determined likewise. Also considered as surplus work is: the making of recess and such, the clearing of spaces, the removal, drying of floors etc.

9. Payment

- 9.1. Unless otherwise agreed upon, payment with inclusion of additional expenses must take place before or at purchase or delivery of the materials sold, in cash and without any discount, compensation or

deferment. RM Support may demand, at the discretion of the buyer, prepayment in full or in part. In case, contrary to the norm and in writing, no cash payment has been agreed upon, payment must take place without any discount, compensation or deferment within twenty (20) days of the invoice date in observance to what is specified in section 3 of this article.

- 9.2. At any given moment, RM Support has the right to demand payment of the buyer by means of placing an irrevocable Letter of Credit or documentary credit at a certified Dutch banking institution, in accordance with conditions stipulated by RM Support, and the buyer is obligation to comply with this. Should the buyer not conform with this obligation or, in accordance with the conditions, does not cooperate fully and in a timely manner with the placement of the Letter of Credit or another form of documentary credit, RM Support has the right to cancel its obligations towards buyer. In that case the buyer is bound to any form of compensation to RM Support for all direct and indirect damages sustained and to be sustained, whereby loss of profit is expressly included.
- 9.3. Should the buyer not purchase what is sold to him, an invoice regarding the material sold shall be sent to him, which must be paid at once without any discount, compensation or deferment. The forwarding date of this invoice applies as expiry date.
- 9.4. Payment must take place at the RM Support office in Dutch currency or by transfer of the invoice amount owed to one of the bank or Giro accounts indicated by RM Support, in Dutch currency as well, unless otherwise agreed upon in writing.
- 9.5. Should the buyer be negligent with the payment of the invoice, he shall be summons of proof of default being required. From the moment of default, the buyer owes an interest of one percent per month or part of a month as well as a compensation for (extra) judicial collection expenses fixed at 15% of the principal amount.
- 9.6. Payments made by the buyer shall always, in the first place, serve as settlement of interest and expenses due, and in second place as calling in overdue invoices, even though the buyer indicates that settlement is in regard to a later payment.

10. Property reservation

- 10.1. The goods delivered by RM Support remain the property of RM Support until the buyer has observed the exchanges with regard to the goods delivered or to be delivered, or services performed and possible claims on account of non-observance by the buyer of one agreement by reason of all agreements sealed with RM Support.
- 10.2. The buyer is not authorized to sell or supply the goods under reserved property rights to another party unless for purpose of his regular business operations nor to allow any encumbrance to be imposed on those goods. Should any party claim or express an intention to claim rights to the goods delivered under reserved property rights, the buyer shall be obliged to inform RM Support without delay and shall advise the other party without delay that the goods concerned are reserved property of RM-Support.
- 10.3. As soon the buyer is in default or there is evidence to assume that such shall be the case. RM Support

shall be authorized to recover or instruct the recovery of the delivered goods as referred to under article 10.1 above from buyer or other party holding the goods in possession. The buyer shall be obliged to lend his full cooperation or forfeit a penalty of 10% of the amount owing to RM Support for each day or part thereof that he does not lend his cooperation.

- 10.4. The buyer shall effect insurance on behalf of the goods delivered under reserved rights of ownership to RM Support and if these are sold to others, to surrender to RM Support any claims on the goods delivered under reserved right of ownership, all such inconformity with article book 3 section 239 of the Netherlands Civil Code.

11. Complaints

- 11.1. The buyer shall inspect or shall instruct the inspection of the purchased goods upon delivery, and shall ascertain thereupon whether or not the delivered goods comply with the agreement.
- 11.2. Complaints must be submitted to RM Support in writing no later than within eight (8) days after delivery of the goods; failure to do so means that the buyer shall be deemed to have accepted the purchased goods unconditionally. Goods taken in use shall in any case be deemed accepted. Complaints expressed to RM Support in any other manner or to others including intermediaries, associated sales channels, travelers, representatives, etc, at a subsequent stage shall be considered void and hence be disregarded. Complaints concerning later deliveries of goods modified or repaired by others are expressly disregarded. If a complaint is advised in good time the buyer shall enable RM-Support to ascertain the nature of the complaint; failure to do so means that the complaint shall not be able to be considered. If the complaint is considered valid RM Support shall be given due time to replace the sold item or make the necessary provisions. If replaced, account shall be taken of the profit which the buyer has incurred from the purchased delivery in the meantime and the buyer shall be charged proportionately to the profit thus incurred. If a complaint is based on valid grounds, the resultant liability on the part of RM Support shall be limited to crediting the buyer for an amount not exceeding the purchase price of the goods or replacement of the same. Any further liability is explicitly excluded.
- 11.3. If limited to a minor shortcoming only on the part of RM Support, a complaint shall not entitle the buyer to suspend payment, whereas compensation is explicitly excluded.
- 11.4. Returned goods shall not be accepted unless expressly agreed otherwise in writing.

12. Force Majeure

- 12.1. If, as a result of a non-attributable fault which, for the purpose of these present conditions, shall be considered equivalent to an event of force majeure, compliance by RM Support with its obligations is either impeded, obstructed or made all-together impossible, RM Support shall be authorised to suspend its obligations concerning delivery and its other commitments under the agreement. An event of force majeure, to the extent that obstructs compliance or makes compliance unreasonably difficult,

shall be understood to include any of the following circumstances: industrial action, work floor takeover and/or exclusion of employees, or the occurrence of such an event or similar such circumstances impending; disruption of the currency exchange rate that existed when the agreement was sealed; changes to existing agreements and/or commitments between RM Support and its suppliers; disruption at the RM Support worksite due to fire and/or accident or the like; import or export impediments, government imposed measures, delayed delivery or non-compliance by suppliers or its carriers, irrespective of whether any of these or similar circumstances are experienced directly by RM Support itself, its suppliers or its carriers as well as weather conditions and any consequences thereof.

- 12.2. If the period during which compliance with RM Support's obligations is obstructed exceeds two months, both parties shall be authorized to terminate the agreement without either party being entitled to claim compensation. Should the (partial) implementation of the agreement be suspended by RM Support, all obligations on the part of the Buyer shall remain in force, undiminished. RM-Support shall under no circumstances be liable for compensation.
- 12.3. If, upon commencement of an event of force majeure, RM Support has already satisfied part of its obligations or is only able to satisfy part of its obligations, RM Support shall be authorized to invoice the buyer separately for the part-delivery of the deliverable part of the agreement, whereas the buyer shall be obliged to effect payment of the invoice in question as if it concerned a separate agreement.

13. Guarantee

- 13.1. RM Support undertakes to perform the services to which it is committed under the agreement to the best of its ability.
- 13.2. All goods to be delivered by RM Support must be used as per instructions. Subject to observance with said obligation, RM Support warrants the solidity and quality of the goods delivered by RM Support for a period of three (3) month's after delivery. Factory warranty will be handled according the factory instructions. The judgement of the factory will be seen as absolute.
- 13.3. The service under warranty shall be limited to repair or replacement of goods and shall not include the cost of travel and accommodation, wages and/or other expenses.
- 13.4. On the case of overhaul, the warranty will be limited to parts, excluding the wear-and-tear parts such as shaft seals.
- 13.5. Any entitlement to warranty shall expire or may be suspended by RM Support if the buyer has not fully satisfied his commitments vis-à-vis RM Support.

14. Liability

- 14.1. RM Support exclusively rejects liability for direct or indirect damage caused by action or inaction on its part, or on the part of its subordinates or others engaged by it, unless in cases where direct damage has arisen due to wilful intent or gross negligence on the part of RM Support.

- 14.2. In any event, RM Support's liability shall remain limited to the invoice amount of the delivery.
- 14.3. The buyer shall indemnify and hold RM Support harmless for all costs, loss and interest RM Support may suffer due to any claim made by another party against RM Support pursuant to a violation of rights such as patent rights or copyrights, or the use of information or models supplied by or on behalf of the buyer to RM Support on behalf of implementation of an agreement.

15. Termination of the Agreement

- 15.1. Any receivables owed to RM Support by the buyer shall fall due immediately in any of the following cases:
- If, after conclusion of an agreement, RM Support is informed of circumstances on the basis of which it has valid reasons to assume that the buyer shall not be able to meet his obligations
 - If, on sealing the agreement, the buyer was requested by RM Support to provide adequate security to guarantee fulfillment of his obligations and if that security was not provided or not sufficiently provided.
- 15.2. Furthermore, any receivables owed to RM Support shall be due immediately in the case of liquidation of buyer's business; if a petition for bankruptcy is filed, or if bankruptcy of his business is registered, or if suspension of payment is called on behalf of the buyer. In any of the said cases RM Support shall be authorized to suspend further implementation of the agreement and to terminate the agreement forthwith, without prejudice to RM Support's right to claim compensation.

16. Disputes

- 16.1. Departing from what the law provides with respect to competence of the civil law court, any dispute between the buyer and the seller shall be brought before the district Court of Enschede. RM Support may, however, summon the buyer to appear before any other competent court, as the law provides, or as provided under pertinent international conventions, without prejudice to the right of either party to demand interim injunction.
- 16.2. All Agreements concluded with RM Support shall be governed by the Dutch law.

17. Right to amend

RM Support has the right to amend these General Conditions. An amendment shall take effect as per the announced date. RM Support shall forward any amended terms and/or conditions to the buyer in good time. If no inception date is announced, any amendment relevant to the buyer shall take effect after the buyer has been informed of the amendment concerned.

Conversion If any of the stipulations in these general conditions is rendered void or nullified, the others stipulations shall remain intact undiminished. In this event, the buyer and RM Support shall consult in order to

agree on a substitute clause to replace the void or nullified stipulation, provided that the replacing clause should concur in as much as possible with the intent and shape of the original provision.