



Salomon Jetting Parts B.V. – GENERAL TERMS AND CONDITIONS

Article 1: Applicability of the general terms and conditions

- 1.1 These general terms and conditions apply to all offers, assignments, deliveries to third parties and to all the agreements and commitments in the broadest sense of the word of the companies that pertain to Salomon Jetting Parts B.V., with registered office in Maasdam
- 1.2 The activities of Salomon Jetting Parts B.V. include, but are not limited to, the procurement and sale of devices, parts and accessories in the field of cleaning technologies, including industrial high-pressure and sewer cleaning technologies, as well as repair work, both in the Netherlands and abroad.
- 1.3 In case of contradiction between the purchase conditions, applied by the client, and the present general terms and conditions, only the latter shall apply;
- 1.4 By awarding the assignment, the client is deemed to have agreed with the applicability of these general terms and conditions and to waive the applicability of any terms and conditions, applied by the client. These general terms and conditions shall be deemed to govern all the business relationships between the parties and therefore, apply to all the subsequent new offers, assignments, agreements, commitments and all the implementation actions;
- 1.5 Any deviation of these terms and conditions shall exclusively be made by means of a written statement, prepared by the direction of Salomon Jetting Parts B.V., in which case these terms and conditions shall continue to apply and the deviating terms and conditions shall only apply to the assignment, for which they have been agreed. Arrangements or agreements with staff of Salomon Jetting Parts B.V. shall not be binding upon the company, insofar as the arrangements and/or agreements are not confirmed in writing by the direction of Salomon Jetting Parts B.V.

Article 2: Prices

- 2.1 All the offers and price quotes are noncommittal and valid for 30 days - unless explicitly stated otherwise - and are based on the information, provided on the moment of the request. The prices specified are exclusive of value added tax. We reserve the right to revoke the offers we made within seven days after acceptance by the opposite party;
- 2.2 The information we provide in printed materials or other publications - such as our internet site - is subject to change, without prior notification. It is purely informative in nature and not binding upon us. All the agreements are always concluded on the basis of the prices, applicable at the moment of conclusion of the agreement.
- 2.3 Offers and agreements of, respectively with, Salomon Jetting Parts B.V. shall only be binding if they have been made in writing on the part of Salomon Jetting Parts B.V., by the persons authorised by statutory provisions or the Articles of Association. The mere issuance of a price quote, whether or not included in an offer, pre-calculation or similar communication, shall not obligate Salomon Jetting Parts B.V. to enter into an agreement with the client;
- 2.4 In case of a demonstrable change of one or more cost-determining factors, such as purchase prices, currency rates, wages, taxes, levies, charges, freights etc., after the offer or establishment of the agreement, Salomon Jetting Parts B.V. shall be entitled to change the prices agreed upon accordingly, regardless whether the change was foreseeable on the part of Salomon Jetting Parts B.V. at the moment of the offer or the establishment of the agreement. In such case, Salomon Jetting Parts B.V. shall notify the client in writing, whereupon the client shall not be entitled to cancel the agreement;
- 2.5 Any progress and/or partial invoices, issued by Salomon Jetting Parts B.V., shall be adjusted on the basis of the changed cost-determining factors;
- 2.6 All the information we provide shall be qualified as confidential. Any documents, made available to the client, shall remain our property. The client shall take all reasonable measures in order to guarantee the confidentiality of this information, insofar as this is possible in respect of the implementation of the agreement.

Article 3: Agreements

- 3.1 Unless we revoke an offer, in accordance with the provisions of article 2.1 of these terms and conditions, all the agreements concluded with us, shall be deemed to be established at the moment we confirm them in writing to the client. The date of our written confirmation shall be deemed to be the date of the establishment of this agreement;



- 3.2 The aforementioned agreements and additions thereto shall only bind us insofar as we have accepted and confirmed them in writing. Only the direction and persons, authorised by the direction, can enter into agreements on behalf of our company;
- 3.3 If an agreement has not been laid down in writing and we nonetheless start with the execution of the assignment, with the consent of the client, the content of the offer we issued, shall be deemed to be agreed upon;
- 3.4 A confirmation, sent by us, or an agreement, signed by both parties, shall constitute evidence of the agreement and its content, except evidence to the contrary;
- 3.5 The client shall bear the risk of misunderstandings in respect of the content and the implementation of the agreement, if they are reasonably imputable to the client or are caused by incorrect, untimely or incomplete specifications or information, verbally provided to us by the client or a person, designated by the client, or that have been submitted by means of any technical means of communication, such as telephone, fax, e-mail and similar transmission media;
- 3.6 The agreement with appendices contains all the agreements between the parties and replaces all other arrangements, commitments and agreements between the parties;
- 3.7 Obligations, which, on the basis of their nature, continue to exist after the termination of the agreement, shall continue to apply after the end of the agreement;
- 3.8 We shall be entitled to appoint third parties for the implementation of the agreement.
- 3.9 The agreements between us and the client in respect of the implementation of the assignment shall be established by a written confirmation of the client. With the written confirmation of the assignment, the client declares to have cognisance and to accept the content of these general terms and conditions

Article 4: Delivery times/periods

- 4.1 The periods, agreed between Salomon Jetting Parts B.V. and the client, for the implementation of the agreement are only indicative in nature, unless it has been explicitly agreed in writing, that it concerns (a) deadline(s). Even in case of an agreed upon deadline, Salomon Jetting Parts B.V. shall only be in default after the client has sent a notice of default, while granting a reasonable period in order for Salomon Jetting Parts B.V. to meet its obligations, which period shall consist of no less than 30 days;
- 4.2 The obligation of Salomon Jetting Parts B.V. to deliver its performances within a certain implementation period ceases to apply if the client wishes changes in the specifications of the work, unless the minor importance of the change or the minor delay of Salomon Jetting Parts B.V. in all reasonableness does not necessitate a change in the time schedules, originally established by prepared Salomon Jetting Parts B.V.

Article 5: Transport

- 5.1 Shipments of ordered goods shall take place in a way, to be determined by Salomon Jetting Parts B.V., but at the cost and the risk of the opposite party.
- 5.2 Salomon Jetting Parts B.V. shall not be liable for any damage to goods, of any nature and in any form whatsoever, which is related to the transport.
- 5.3 The opposite party shall adequately insure itself against the aforementioned risks.
- 5.4 Non-accepted goods will be stored by Salomon Jetting Parts B.V. at the cost and the risk of the opposite party, in accordance with the provisions of article 6.

Article 6: Complaints and guarantee

- 6.1 The opposite party has the obligation to inspect the goods we delivered, immediately upon receipt. In case visible defects are ascertained, they shall be noted on the freight letter and/or accompanying note and they have to be notified to us within 24 hours. Other complaints, including complaints in respect of the work we performed, shall be notified to us by means of a registered letter within 8 days after the opposite party could reasonably have taken cognisance of the defects.
- 6.2 If the opposite party did not submit complaints within the period, referred to in paragraph 1, and in accordance with the prescriptions, referred to in that paragraph, they shall be deemed to be inadmissible and the opposite party shall be deemed to have approved the goods delivered and/or to have acknowledged the correctness of our invoices.
- 6.3 The complainant shall provide us with the opportunity to inspect the on-site situation as it was at the time of the discovery of the defect, in order to verify whether or not the complaint is founded.



- 6.4 When we are of the opinion that a complaint is justified, we shall be entitled to either disburse an amount of money, to be determined in mutual consultation, to the client or to proceed with a new delivery with maintenance of the existing agreement and the opposite party shall have the obligation of returning the incorrect or defective goods delivered.
- 6.5 We will only have the obligation to take cognisance of the submitted complaints, if the respective opposite party has met all its obligations under any agreement between him and us. All the foregoing without prejudice to the stipulations of this article in respect of guarantee provisions. Complaints shall never entitle the opposite party to fully or partially suspend the payment of the price or additional costs and any compensation claim is explicitly excluded.
- 6.6 In order to meet our guarantee obligations, we shall only be obligated to re-implement the respective work or parts thereof, or to redeliver the goods we delivered.
- 6.7 Any return shipments of goods we delivered shall take place at the cost and risk of the opposite party.

Article 7: Assembly and installation

- 7.1 The opposite party shall ensure the timely and correct fulfilment of the facility requirements and conditions for the assembly and installation work, to be implemented by us. These facilities and other activities, to be executed in this context, shall be at the cost and the risk of the opposite party.
- 7.2 The opposite party shall, amongst others, ensure, at his own cost and risk, that our mechanics have the opportunity to implement the work. He shall provide, with observance of the necessary safety requirements and other precautions, the necessary resources and assistance, either personally or by providing auxiliary workforces.
- 7.3 Travel expenses shall be charged separately to the opposite party.
- 7.4 The provisions in article 4 in respect of the delivery time shall also apply to the assembly or installation period agreed upon. The assembly or installation period agreed upon shall not include a running-in period for the equipment, installations etc. we installed.

Article 8: Liability

- 8.1 The acceptance of any assignment by Salomon Jetting Parts B.V. shall only imply a best endeavours obligation and shall in no case constitute an absolute obligation.
- 8.2 Nor we, nor third parties, whom we involve in the establishment or the implementation of the agreement, shall be liable for any direct or indirect damage, resulting from and in relation to the agreement, which may be incurred by the client or any third-party, involved by the opposite party in the implementation of the agreement, regardless of the cause of the damage;
- 8.3 If we, in any case, notwithstanding the foregoing, would be liable for any damage, this liability shall be limited to the fulfilment of the guarantee obligations, as referred to in article 6.
- 8.4 If we, in any case, notwithstanding the foregoing, would be held to pay an indemnification, we only accept liability insofar as this liability is covered by our insurance, up to the amount, disbursed by the insurance. We shall never be liable for loss of profits, consequential damage or personal injuries.
- 8.5 At all times, the client shall indemnify Salomon Jetting Parts B.V. against third-party claims in respect of damage, for which Salomon Jetting Parts B.V. would not be liable towards the client in pursuance of these general terms and conditions.
- 8.6 In case of infliction of damage to our properties or to objects under our supervision, the client shall be held to indemnify the damage, upon our first request.

Article 9: Obligations of the client

- 9.1 The client undertakes to provide Salomon Jetting Parts B.V. at all times with all the available and/or necessary information, which is and/or can be important for the implementation of the assigned work;
- 9.2 The client is responsible for the correctness of the information and/or indications, as referred to in 8.1, and shall be liable for all the direct or indirect damage in the broadest sense, incurred by third parties and/or himself, which results from, or is related to, this information and/or indications, while the client shall indemnify Salomon Jetting Parts B.V. against all third-party claims in respect of any of the aforementioned damage.



Article 10: Transfer of rights and obligations

10.1 The client shall only be entitled to transfer his rights and/or obligations under the agreement to third parties, after the prior written consent of Salomon Jetting Parts B.V.;

Article 11: Confidentiality and publicity

11.1 Both Salomon Jetting Parts B.V. and the client undertake to respect the confidentiality of all the information, received in regard with the agreement, and to not disclose it to third parties without prior written consent of the other party;

11.2 Salomon Jetting Parts B.V. and the client will only disclose the confidential information, as referred to in the preceding paragraph, to employees, who are directly involved in (the implementation of) the agreement. Both parties shall ensure that the aforementioned employees are informed of and comply with these obligations in respect of confidentiality;

11.3 The client and Salomon Jetting Parts B.V. may make publicity in regard to the awarding or the obtaining of the assignment and the implementation thereof, unless this is previously explicitly forbidden in writing by any party to the agreement.

Article 12: Payment terms

12.1 Unless otherwise explicitly agreed upon in writing, the payment of the first invoice for goods delivered shall take place immediately and the payment of invoices for subsequent deliveries shall take place within 30 days after invoice date, without deduction of discounts, which have not been explicitly awarded by us. At all times, the client is held to pay the full invoice amount, and shall never be entitled to set off his debts or to suspend his payment obligation. All the costs in respect of the payment shall be borne by the client. A wire transfer shall only be deemed to be completed on the day at which the amount has been credited to our bank account.

12.2 Payments of repair work, including the delivery of goods, necessary for these repairs, shall take place immediately, unless otherwise agreed upon in writing.

12.3 Payments of machinery shall take place for 50% at the time of assignment and for 50% at the time of delivery, unless otherwise agreed upon in writing.

12.4 If the payment of the invoice amount has not been received on an account of Salomon Jetting Parts B.V. on the 30th day after the invoice date, the client shall be in default as from that date, without a notice of default being required, and be liable to pay the invoice amount, increased with 1,5% a month;

12.5 Payments, made by the client, shall firstly serve for the payment of all the costs and interest payable and subsequently for the payment of the invoices payable, which are outstanding for the longest period of time, even if the opposite party mentions that the payment is related to a later invoice.

12.6 The sum of all the amounts payable shall become immediately due in the following cases: in case of untimely payment of an instalment agreed upon on the maturity date; if the client applies for bankruptcy or suspension of payments; if the client goes into receivership or if an application thereto has been submitted; if goods or claims of the client have been seized; if the client deceases, enters into liquidation or is dissolved; if we, at any moment, have a justified suspicion that the client will not meet his obligations.

Article 13: Retention of title

13.1 Salomon Jetting Parts B.V. retains the title to goods delivered and to be delivered until the moment, at which the opposite party has met his payment obligation towards words Salomon Jetting Parts B.V. in respect of those goods. The payment obligations consist of the payment of the purchase price, increased with receivables in respect of work, implemented in relation to the delivery, and with receivables in respect of any indemnification on the basis of a failure to comply with obligations on the part of the opposite party.

13.2 In case Salomon Jetting Parts B.V. has recourse to the retention of title, the respective agreement shall be deemed to be dissolved, without prejudice to the right of Salomon Jetting Parts B.V. to claim damage, loss of profit and interests.

13.3 The opposite party has the obligation to immediately inform Salomon Jetting Parts B.V. of the fact that third parties assert rights on objects, which, under this article, are subject to retention of title.



Article 14: Non-imputable shortcoming

14.1 Non-imputable shortcomings shall in any case mean: if, after the establishment of the agreement, we cannot comply with it as a result of circumstances, which, at the moment of the entry into the agreement, could not be reasonably expected or known by us, this shall be a non-imputable shortcoming (force majeure) on our part towards the client. The aforementioned circumstances shall in any case include: strikes, government measures, delay in the supply, export prohibition, riots, war, mobilisation, transport impediments, import obstructions, negligence of suppliers and/or manufacturers and assistants, as well as events, which cannot be reasonably ensured by us.

14.2 In case of force majeure, we shall be entitled to fully or partially dissolve the agreement or to demand the adjustment of the content of the agreement, in such a way so as to ensure the possibility of implementation of the agreement. We shall in no case be held to pay any penalty or indemnification. We remain entitled to the payment of work already implemented and of the costs incurred. In case of temporary force majeure, we shall be entitled to suspend our obligations. The entitlement to suspend obligations ceases to exist if the force majeure lasts longer than six months. In these cases, the agreement may be dissolved by either party, without the client being entitled to indemnification of damage, incurred or to be incurred as a result of this dissolution.

Article 15: Applicable law and jurisdiction

15.1 All the assignments, accepted and implemented by Salomon Jetting Parts B.V. shall be governed by Dutch law. All the disputes shall in first instance exclusively be settled by the competent court in Dordrecht.