

**GENERAL DELIVERY CONDITIONS ALPHA DEUREN INTERNATIONAL B.V.**  
Having its registered office and place of business in Didam,  
Listed in the Chamber of Commerce for Centraal Gelderland under number 09088243

**In these General Conditions:**

Alpha Deuren	means the private limited liability company Alpha Deuren International B.V. and its affiliates;
Buyer	means the natural persons or legal entities with whom Alpha Deuren is in contact in connection with the possible conclusion of an agreement with Alpha Deuren or who have concluded an agreement with Alpha Deuren;
Agreement	means the agreement concluded between Alpha Deuren and Buyer;
Product(s)	the product(s) Alpha Deuren has sold/delivered to Buyer;

**Article 1: Applicability**

- 1.1 These Conditions apply to all offers made and agreements concluded by Alpha Deuren, and to all agreements arising from them and to all legal relationships between Alpha Deuren as (potential) seller, and Buyer.
- 1.2 The standard conditions, if any, applied by Buyer are herewith expressly rejected.
- 1.3 Any deviations from these Conditions must be expressly agreed in writing.
- 1.4 If there is a conflict between the content of the Agreement concluded by Buyer and Alpha Deuren and these General Conditions, the provisions of the Agreement prevail.
- 1.5 If there is a conflict or ambiguity regarding translations of the text of these Conditions, the Dutch text shall prevail at all times.
- 1.6 If a provision of these Conditions is void or voided or cannot be invoked by the parties for any other reasons, Alpha Deuren may replace that provision by a provision that is valid and enforceable, and of which the object and purport resembles the original provisions as closely as possible. The other provisions shall remain in full force and effect in that event.

**Article 2: Offers; Concluding the Agreement**

- 2.1 All offers of Alpha Deuren are subject to contract. All offers are valid for a period of three months as from the date of the offer, unless the offer provides otherwise.
- 2.2 If Buyer provides Alpha Deuren with data, drawings, sketches, address or delivery information, or any other information, Alpha Deuren is entitled to assume that these are accurate and its offer shall be based on this information.
- 2.3 An Agreement is not concluded until Alpha Deuren has accepted/confirmed in writing or electronically the order(s) placed, or until it starts executing the order. If there is a conflict between the order and the order confirmation, what is stated in the order confirmation shall apply.
- 2.4 Alpha Deuren may refuse orders or make the delivery subject to specific conditions. The fact that Alpha Deuren has supplied Buyer with Products on a regular basis in the past does not signify that a continuing performance agreement of any kind is in place between the parties or that Alpha Deuren is under any obligation to accept any new orders.
- 2.5 Any additional arrangements or changes that are subsequently made, or (oral) arrangements and/or commitments made by staff of or on behalf of Alpha Deuren are only binding on Alpha Deuren if confirmed by representatives of Alpha Deuren who are authorised to do so.

- 2.6 The Agreement or any obligations Buyer has under the Agreement may only be transferred with the express prior written permission of Alpha Deuren, which permission Alpha Deuren may make subject to conditions.

#### **Article 3: Price**

- 3.1 All prices quoted by Alpha Deuren in the offer or order confirmation are based on the current price list and on the conditions that have been agreed and confirmed in the order confirmation.
- 3.2 The price quoted in the order confirmation of Alpha Deuren is the final and fixed price for the duration of (solely) the relevant Agreement.

#### **Article 4: Intellectual Property Rights**

- 4.1 Unless otherwise agreed in writing, Alpha Deuren reserves all intellectual property rights in all of its offers, order confirmations, submitted designs, illustrations, drawings, (test) models, software, delivered Products and the like, regardless of whether Buyer has been charged any costs for preparing these. These data and objects may not be reproduced, used, or disclosed to third parties without the prior written permission of Alpha Deuren.
- 4.2 Buyer is not allowed to use the trademarks, patents, utility models, trade names, domain names, copyrighted works and/or databases of Alpha Deuren, including in any event "Alpha Deuren" and/or "Alpha", without the prior written permission of Alpha Deuren.

#### **Article 5: Advice; Designs; Materials**

- 5.1 Buyer shall not derive any rights from advice and information provided by Alpha Deuren where this does not pertain directly to the Agreement.
- 5.2 Buyer is responsible for all drawings, calculations, and designs made by or on behalf of Buyer and - where applicable - to the functional suitability of the materials prescribed by or on behalf of Buyer.
- 5.3 Buyer shall indemnify Alpha Deuren against any third-party claims regarding the use of drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of Buyer.

#### **Article 6: Invoices; Payment**

- 6.1 The agreed price shall be invoiced in the week agreed and confirmed in the order confirmation.
- 6.2 The term of payment is stated in the order confirmation of Alpha Deuren and in the invoice. Payment shall be effected by transferring the invoiced amount to the bank account and in the currency and otherwise subject to the conditions stated in the invoice.
- 6.3 The agreed payment conditions notwithstanding, Buyer shall provide Alpha Deuren at its first request and to its satisfaction with sufficient security for payment. If Buyer fails to do so within the stipulated period, it shall be automatically in default.
- 6.4 If the term of payment is exceeded, Buyer shall immediately owe Alpha Deuren default interest, at a rate of 12% per year. If the statutory interest is higher, the statutory interest rate is charged.
- 6.5 If the term of payment is exceeded Buyer shall additionally owe Alpha Deuren the following compensation due to extrajudicial collection costs:
- a. 15% on the first €3,000;
  - b. 10% on the excess up to €6,000;
  - c. 8% on the excess up to €15,000;

- d. 5% on the excess up to €60,000;
  - e. and 3% on the excess over €60,000, all this with a minimum of €75.
- If the actual costs incurred by Alpha Deuren are higher, Buyer shall compensate Alpha Deuren the actual costs.

- 6.6 At Alpha Deuren's first request Buyer shall compensate Alpha Deuren all costs Alpha Deuren has incurred in connection with legal proceedings Alpha Deuren has brought in order to obtain payment of the amount Buyer owes, if the matter is decided wholly or in part in Alpha Deuren's favour.
- 6.7 Buyer is not allowed to suspend its payment obligations or to set off any claims of Alpha Deuren with its own.
- 6.8 Alpha Deuren's claim for payment shall be immediately due and payable if:
  - a. A term of payment is exceeded;
  - b. Buyer is declared bankrupt, or a petition for its bankruptcy is filed, or it files for a moratorium;
  - c. any of Buyer's assets or receivables are attached;
  - d. Buyer (being a legal entity) is dissolved or liquidated;
  - e. Buyer (being a natural person) submits a petition for debt adjustment to the court, or is placed under guardianship, or dies.
- 6.9 If Buyer is in default, Alpha Deuren may suspend (the remainder of) the delivery, terminate the Agreement or part of it and / or recover its loss from Buyer.
- 6.10 All payments made by Buyer are first of all applied to settle any outstanding interest, next to settle the judicial and extrajudicial collection costs incurred by Alpha Deuren and to settle any loss suffered by Alpha Deuren, and are only then deducted from the oldest outstanding invoice that was sent to Buyer or to another company in Buyer's group, regardless of whether that invoice pertains to another agreement concluded between the parties or between Alpha Deuren and that company.

#### **Article 7: Delivery**

- 7.1 All Products are delivered subject to the terms of delivery stated in the order confirmation.
- 7.2 The delivery time is determined by Alpha Deuren by approximation and is consequently not to be regarded as a strict deadline within the meaning of Section 6:83 Dutch Civil Code. Any delivery time stated by Alpha Deuren is at all times calculated as from the moment when the Product is ready for delivery at Alpha Deuren. The remaining time until the moment of delivery at the agreed delivery address depends on the logistics planning of Alpha Deuren in the period concerned. Exceeding of the agreed delivery time and/or period of execution shall in no event be cause for terminating the Agreement.
- 7.3 The delivery time only commences once all commercial and technical details are agreed and all required information, including the exact dimensions of the Product to be supplied and the final, approved drawings and the like are in the possession of Alpha Deuren and all other conditions necessary for the execution of the Agreement have been met.
- 7.4 When determining the delivery time Alpha Deuren assumes that it will be able to execute the Agreement under the circumstances of which it is aware at the time of the order confirmation. If the circumstances are different, the delivery time and the actual delivery of the Product shall at least be extended with the time that is required to execute the Agreement under these different circumstances. If it is not possible to incorporate the production or transport of the Product in the planning of Alpha Deuren, these will be executed as soon as its planning so allows.
- 7.5 Buyer warrants that the agreed delivery address is accurate and complete and that the Product may actually be delivered at that address. If it turns out to be impossible to deliver (unload) the Product, Alpha Deuren may deliver the Product, for the risk of Buyer, at the most suitable location in the immediate vicinity of the agreed delivery address, such to the discretion of Alpha Deuren and / or its haulier, or take the Product back, store it elsewhere and/or deliver it at a later date for the account and risk of Buyer.

#### **Article 8: Retention of title**

- 8.1 All delivered Products remain the property of Alpha Deuren until Buyer has fulfilled all obligations under the Agreement or other comparable agreements and/or has fully satisfied all claims arising from Buyer's failure to fulfil these agreements, including loss, penalties, interests and costs.
- 8.2 If Buyer fails to fulfil its obligations as referred to in paragraph 1 above, Alpha Deuren may (procure to) repossess Products immediately from the place where they are located. Buyer agrees to fully cooperate with this. Buyer warrants Alpha Deuren that it may enter all locations, or have them entered, for this purpose. The costs related to repossessing the Products shall be for Buyer's account. Alpha Deuren may furthermore recover any damage to the Products from Buyer or charge any decline in value.
- 8.3 During the period referred to in paragraph 1 above, Buyer is not allowed to dispose of the Products, to pledge them or encumber them in any other way, or to rent them, give them in loan, or to let them out of its control in any other way, except within the context of its normal business activities. Buyer is obliged to retain the Products with all requisite care and marked as the property of Alpha Deuren. Buyer shall furthermore sufficiently insure the Products during this period.
- 8.4 Buyer shall notify Alpha Deuren immediately in writing if third parties assert any rights to the Products delivered by Alpha Deuren subject to retention of title or if Buyer becomes aware that third parties intend to assert rights to the said Products.

#### **Article 9: Warranty**

- 9.1 Alpha Deuren solely warrants that its Products meet the agreed specifications and are suitable for the purpose for which they are developed and produced by Alpha Deuren.
- 9.2 This warranty expires two years after delivery by Alpha Deuren, subject to a maximum of 30,000 movements per Product.
- 9.3 This warranty also expires if the defect is (partially) caused by:
  - a. use without fully observing the users' instructions for the Product;
  - b. other inexpert use, including exposure to extreme circumstances such as acids or extremely high or low temperatures;
  - c. failure to carry out (sufficient) maintenance;
  - d. installation or assembly without fully observing the assembly instructions for the Product;
  - e. changes or repairs made to the Product by other parties than Buyer;
  - f. using (replacement) parts that are not provided by Alpha Deuren.
- 9.4 If Buyer does not itself install, assemble and/or repair the Product, it shall expressly notify its client and the installer of the Product in writing of the above-mentioned warranties and the restrictions to them.
- 9.5 Buyer is obliged to inspect the Product for any damage immediately upon delivery. Buyer shall make a note of any shortcomings or damage on the consignment note and shall properly document this, including by means of photographs.
- 9.6 Buyer may no longer invoke a defect to the Product if it has not notified Alpha Deuren thereof in writing within 48 hours after discovering the defect or ought reasonably to have discovered it, under submission of the photographs and other documentary evidence mentioned in article 9.5.
- 9.7 The decision whether the defects reported by Buyer are justified is solely to the discretion of Alpha Deuren, which shall act in this regard as a reasonably acting supplier. Upon request, Buyer shall provide Alpha Deuren with all information that is necessary in its judgment. A defect shall only exist if the Product does not fully satisfy the above-mentioned warranties.
- 9.8 In the event of a defect, Alpha Deuren is only obliged to replace the defective part free of charge by supplying a new part in accordance with Article 7 hereof, without Buyer having any right to any compensation and without any other obligation on the part of Alpha Deuren. Buyer is obliged to return the defective part at Alpha Deuren's first request. The return shipment, which shall be effected in accordance with the instructions of Alpha Deuren, shall be at no charge for Buyer.

9.9 Buyer may only invoke the warranty if it has fulfilled all of its obligations towards Alpha Deuren.

**Article 10: Force Majeure**

10.1 A situation of force majeure on the part of Alpha Deuren exists if Alpha Deuren is unable to fulfil its obligations under the Agreement due to circumstances that have occurred through no fault of Alpha Deuren or which are not for its risk. These include but are not limited to war / danger of war, (threat of) terrorism, civil war, riot, revolution, and kindred risks, fire, water damage, flooding, government measures, import and export restrictions, defects to machinery, strikes, sit-ins, restrictions in transport due to weather conditions and traffic congestion, suppliers and/or subcontractors of Alpha Deuren failing to timely fulfil their obligations, and disruptions in the supply of power and water in the business of Alpha Deuren.

10.2 Alpha Deuren may suspend the fulfilment of its obligations in the event and for the duration of a force majeure situation.

**Article 11: Liability**

11.1 Without prejudice to Article 9.9 hereof, Alpha Deuren is solely liable for any loss Buyer suffers in the event of wilful misconduct or gross negligence on the part of Alpha Deuren or its directors.

11.2 Alpha Deuren is not liable for any damage caused by its subordinates or by third parties engaged in the execution of the Agreement.

11.3 Alpha Deuren is not liable for any loss Buyer incurs towards third parties due to or in connection with the nature of or defects to the supplied Products or due to the fact that the supplied Products do not possess the characteristics that Buyer was in reason entitled to expect under the agreement.

11.4 Alpha Deuren is in no event liable for consequential loss suffered by Buyer. Consequential loss is understood to include loss of profit, losses suffered and costs incurred, as well as loss of business opportunities and savings not realised, loss caused by interruption of or standstill in the production or operations.

11.5 The liability of Alpha Deuren is in all instances limited to the loss that is covered under its liability insurance, and to the amount that is paid out by the insurer in the specific loss event. Alpha Deuren is not obliged to make a claim under its liability insurance if it is held liable by Buyer.

11.6 Alpha Deuren may engage the services of third parties in the execution of the agreement and is at all times entitled to invoke any limitations of liability invoked by these third parties against Alpha Deuren against Buyer.

11.7 Alpha Deuren stipulates all statutory and contractual defences it may rely on to contest its own liability towards Buyer, also for the benefit of its subordinates and those who are not its subordinates but for whose acts it is liable by law.

11.8 The foregoing is without prejudice to the liability of Alpha Deuren under mandatory statutory provisions.

11.9 Buyer shall indemnify Alpha Deuren against all third-party claims regardless of the ground.

**Article 12: Applicable Law; Competent Court**

12.1 The legal relationships between Alpha Deuren and Buyer, regardless of their nature, is governed by Netherlands law.

12.2 The Vienna Sales Convention (C.I.S.G.) is not applicable, nor any other international regulation the exclusion of which is allowed.

12.3 The competent court in Arnhem has exclusive jurisdiction to take cognizance of any and all disputes between Alpha Deuren and Buyer, unless this is contrary to mandatory law. Alpha Deuren may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.