

## GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

of the private limited company **HENDI B.V.**, with its registered office in 6745 XW De Klomp at the address Innovatielaan 6, filed with the Chamber of Commerce in Utrecht under number 30053484. Version 2023.

### Article 1 - Definitions

1.1 In these General Terms and Conditions, the following definitions are used:

**Hendi:** the private limited company Hendi B.V., with its registered office and principal place of business at the address Innovatielaan 6 in De Klomp, Municipality of Ede;

**Buyer:** the (natural or legal) person, acting in the course of a profession or business, on whose behalf or for whose account Product(s) are purchased from Hendi or with which a (purchase) agreement is concluded to deliver goods and/or to perform services, or on whose behalf work is performed;

**Agreement:** the legal relationship existing and/or established between the Parties in accordance with Article 8, pursuant to which they are mutually bound to the agreed services;

**Parties:** Hendi and the Buyer;

**Product(s):** all item(s) and/or service(s) to be delivered and distributed by Hendi under any agreement between Hendi and the Buyer, consisting of and related to the delivery of such items, including but not limited to, the telephone helpdesk and other support, via the service department;

### Article 2 - Applicability

- 2.1 To the express exclusion of the applicability of any General Terms and Conditions, under whatever name, of the Buyer, these General Terms and Conditions are applicable to any Agreement or offer for the conclusion of an Agreement, including any amendment or addition to an existing Agreement, as well as all (legal) actions in preparation and in execution of said Agreement, including these General Terms and Conditions, as well as any other specifications and conditions of Hendi, from and with Hendi and the Buyer. These General Terms and Conditions also apply to the website(s) operated by Hendi and to all services offered and provided by Hendi via the internet.
- 2.2 Deviating conditions are only part of the Agreement, insofar as those conditions or clauses have been expressly accepted by Hendi in writing. Any deviating conditions accepted by Hendi only apply to that offer or Agreement with which they were created and expressly do not apply to future legal relationships.
- 2.3 If it appears that one or more provisions of these General Terms and Conditions are wholly or partially void at any time or are nullified in court, then this shall not affect the other terms and conditions. For the provision that is then null and void or voidable, the Parties will agree on a replacement provision that will align insofar as possible with previous provision.
- 2.4 If Hendi does not always require strict compliance with these General Terms and Conditions, this does not mean that these General Terms and Conditions do not apply, or that Hendi would lose the right to demand strict compliance with these terms and conditions in other cases.

### Article 3 - Quotations

- 3.1 All quotations by Hendi are non-obligatory and are expressly made subject to the applicability of these General Terms and Conditions, both to the quotation and to the acceptance thereof, in view of the Agreement thus to be concluded, under whatever name these are known.
- 3.2 All quotations are valid for four calendar weeks, to be counted from the date of issue, unless expressly stated otherwise in the quotation. Any offer from Hendi is non-obligatory and can only be considered as an invitation to make an offer to conclude an Agreement.
- 3.3 The information provided to the Buyer with a quotation or an offer, such as drawings, photos, product specifications, etc., is only provided by way of indication. This information is as accurate as possible, but is only informative and non-binding; the condition of items to be delivered may deviate from such images, etc., unless it is expressly stated, in writing, that delivery will be in accordance with the provided data. The images, drawings, size and weight statements, models and/or samples provided shall, at all times, remain the property of Hendi.
- 3.4 Information found by the Buyer on Hendi websites has been compiled with great care. However, Hendi cannot guarantee that the information shown is, at all times, complete and correct and has not been unlawfully influenced by third parties. As a user of the internet, the Buyer itself is responsible for its decisions and resulting (legal) actions, even if these were established based on the aforementioned information.
- 3.5 Unless otherwise agreed, the quotations shall only apply to the country from which they were requested. Prices in quotations exclude VAT, unless stated otherwise.

- 3.6 A quotation issued by Hendi can only be accepted or rejected by the Buyer in its entirety. For Hendi, there is no obligation to make a partial delivery for a corresponding part of the price stated for the whole of the delivery.
- 3.7 Hendi does not guarantee that the Products are suitable for the purpose for which the Buyer intends them, even if this purpose has been communicated to Hendi, unless the contrary has been agreed between Parties.

#### Article 4 - Industrial and intellectual property rights

- 4.1 Unless otherwise agreed in writing, Hendi retains the copyrights, as well as the other rights of industrial property on the designs, sketches, images, drawings, models, software, whether or not shown on websites and provided with quotations.
- 4.2 The items referred to in paragraph 1 of this article remain the property of Hendi and may not be copied or otherwise reproduced, shown to third parties or used in any other way (regardless of whether the Buyer has been charged fees), unless use of the items stated in paragraph 1 is related to commercial purposes known to Hendi, for which items have been made available by Hendi.

#### Article 5 - Designs and opinions

- 5.1 Hendi only assumes responsibility for its own designs with respect to the products to be delivered; Hendi excludes all responsibility and liability for modifications made or applied by the Buyer.
- 5.2 In the offer, Hendi accepts no responsibility for a design elaborated by or on behalf of the Buyer, nor for any advice as a result of said design, unless Hendi has delivered the Product with the application of CE standards. The Buyer is expressly responsible for the functional suitability of the materials it has prescribed.

Functional suitability means the suitability of the material or the part for the purpose for which it is intended, according to the design of the Buyer.

#### Article 6 - Technical requirements, quality and description

- 6.1 If a sample, model or example has been shown or provided by Hendi, it is assumed to have been shown or provided only by way of indication: the qualities of the goods to be delivered may deviate from the sample, model or example, unless it was explicitly stated that delivery would take place in accordance with the sample, model or example shown or provided.
- 6.2 If the goods to be delivered in the Netherlands are used or delivered outside the Netherlands, Hendi only accepts responsibility for the technical requirements or standards, which the goods to be delivered must fulfil, if and insofar as the goods are delivered within the European Union where the CE marking is used. This is only valid when confirmed approval for the country of delivery has been provided by Hendi. In any other situation, the Buyer must make said product suitable for the certification as intended in the specific country.

#### Article 7 - Prohibition on US/Canada exports

- 7.1 The Buyer is not permitted to deliver/export products purchased from Hendi to America or Canada. If the Buyer nevertheless believes that it must forward the purchased goods to said countries, then Hendi does not accept any responsibility for the goods it has delivered. In that case, Hendi can never be held liable for the product it has delivered, while the Buyer also cannot make a claim on a guarantee, as referred to in Article 17 of these General Terms and Conditions. In that case, the Buyer undertakes to fully indemnify Hendi for any claims, by whatever name these are known, arising from the delivery of the products by the Buyer in America and Canada.
- 7.2 In case of resale, the Buyer shall be obliged to impose on the Buyer the obligation that it shall likewise not export the Products to America/Canada and to ensure that such export prohibition is imposed on all subsequent corporate buyers.

#### Article 8 - Agreements

- 8.1 An agreement shall be concluded as soon as the acceptance of an offer made on behalf of Hendi has been received by Hendi, or Hendi has accepted an order placed by the Buyer (in writing), or because the order is actually executed by Hendi. Acceptance must take place, in writing, whether or not via data communication means. By making an offer, placing an order, as well as by accepting any quotation from Hendi, the Buyer agrees with these General Terms and Conditions being declared applicable and the Buyer waives their own purchase conditions being declared applicable, in accordance with the provisions in Article 2.1 of these General Terms and Conditions.
- 8.2 Hendi may refuse orders without statement of reasons.
- 8.3 If reservations or changes are made in the acceptance with regard to the quotation, in deviation of the provisions in the previous paragraph, an Agreement shall only be concluded if Hendi has informed the Buyer, in writing, that it agrees with the deviations

from the quotation.

8.4 Agreements, concluded via persons not authorised to do so, do not bind Hendi, unless these have been/are confirmed by Hendi, in writing. In this context, any person who is not registered in the register of the Chamber of Commerce as an authorised representative is to be considered as an unauthorised person.

#### Article 9 - Shipping and delivery

- 9.1 Hendi undertakes towards the Buyer to properly package and secure items in such a way that they reach their destination in good condition during normal transport.
- 9.2 The delivery times determined by Hendi are approximate and to the best of Hendi's knowledge, but are not binding for Hendi. The delivery time starts when all technical details have been agreed upon and after all data necessary for the execution of the delivery are in Hendi's possession and, if this has been agreed, Hendi has received the agreed (partial) payment, or a satisfactory payment guarantee has been provided for Hendi. Exceedance of a specified delivery time does not entitle the Buyer to the dissolution of the Agreement or to damage compensation due to delay or suspension or settlement of any obligation of the Buyer, insofar as compelling provisions do not prescribe otherwise.
- 9.3 The delivery time is determined in the expectation that Hendi can continue to work as this was foreseen at the time of the offer and the necessary materials will be delivered in a timely manner. In case of foreseeable delay of the delivery time compared to the agreed delivery time, Hendi will inform the Buyer thereof in a timely manner. Exceeding the delivery time can explicitly give rise to compensation only if explicitly agreed in writing.
- 9.4 In case of delivery Carriage Paid: Products will be shipped by Hendi for delivery to the agreed location. Unless otherwise agreed, delivery is made Carriage Paid, at the agreed location. Agreements are made between Hendi and the Buyer regarding a minimum order amount and applicable shipping costs. Hendi has the right to send the goods to the Buyer on cash on delivery. Immediately after the delivery, the Buyer bears the risk of all direct and indirect damage that arises to or due to the delivered goods or parts thereof.
- 9.5 In case of delivery Ex Works: Products will be made available by Hendi for collection by the Buyer or a third party engaged by the Buyer. From the time of shipment, all goods are transported are for the risk of the Buyer, so that the Buyer must therefore insure the Products in advance, unless Hendi has expressly agreed otherwise with the Buyer.
- 9.6 In the event that the Buyer and Hendi have agreed on a "dropshipment" delivery, the conditions as agreed between the Buyer and Hendi in the "Dropshipment" Agreement shall apply.
- 9.7 If the Products cannot be shipped as a result of circumstances for which Hendi is not liable and which are due to the Buyer, Hendi is deemed to have fulfilled its delivery obligation by keeping the Products at the Buyer's disposal, provided that it has notified the Buyer thereof, within three working days after the goods have been offered to the Buyer for delivery. In that case, the payment term shall commence on the day on which the delivery actually took place.
- 9.8 The delivery period referred to in this article is extended by a period during which Hendi is prevented from fulfilling its obligations as a result of force majeure. If delivery or purchase is delayed for more than six months as a result of force majeure, then each of the parties - to the exclusion of further rights - is authorised to dissolve the purchase agreement in accordance with the Law. The six-month period is as shorter or longer as one of the parties demonstrates that dissolution is justified at an earlier or later time, according to standards of reasonableness and fairness.  
In any case, force majeure on the part of Hendi is understood to mean:
- the circumstance that Hendi does not receive a performance from a third party, which is important in connection with the performance to be delivered by Hendi itself, or does not receive such in a timely or proper manner;
  - strikes, pandemic, war;
  - disruptions in road, shipping and air traffic;
  - lost items during transport;
  - Government measures that prevent Hendi from fulfilling its obligations properly or in a timely manner.

#### Article 10 – Purchase

- 10.1 The Buyer is obliged to purchase the Products or the purchased items upon delivery and within the agreed period. If the Buyer fails to do so, Hendi has the right, without prior notice of default and judicial intervention, to demand payment of the selling price or the part not yet purchased and not yet paid or, also without prior notice or judicial intervention, to dissolve the agreement or the part thereof, insofar as this has not yet been performed, without prejudice to its right to full compensation of the damage.
- 10.2 The risk of loss, theft and damage with regard to the Products to be delivered shall transfer to the Buyer at the time of delivery. If purchase is refused upon delivery, the Products will be stored at the Buyer's expense and risk. Additional costs, including but not

necessarily limited to the storage costs, are for the account of the Buyer.

#### Article 11 - Retention of title and right of pledge

- 11.1 All goods delivered by Hendi to the Buyer shall remain its property until the Buyer has fully fulfilled all obligations from each of the Agreements concluded with Hendi (of whatever nature). The retention of title referred to here also extends to claims due to the failure to comply with the obligations referred to in this article, which include damages and compensation of extrajudicial and judicial costs, contractual and legal interests, fines and periodic penalty payments.
- 11.2 If necessary, Hendi is entitled to take back the delivered Products. Also in that case, ownership only transfers to the Buyer as soon as it has fulfilled all its obligations with respect to Hendi.
- 11.3 In no case shall the Buyer be entitled to dispose of the goods delivered, processed or unprocessed by Hendi, as long as the outstanding claims have not been paid. Nor is it permitted to rent, lend or otherwise remove from the control of Hendi any of the above items, or to establish a right of pledge or non-possessory pledge. Thus, it concerns are Products that are non-transferable under property law, as referred to in Article 3:83 of the Dutch Civil Code, as long as the Buyer has not fulfilled all its obligations towards Hendi. The Buyer is obliged to declare to third parties who would like to establish any onerous right on the aforementioned Products, upon Hendi's first request, that it is in no case authorised to establish a right of pledge or non-possessory pledge. The Buyer undertakes not to sign any document, as long as the claim has not been paid, whereby a right of pledge can be established on the aforementioned Products. By acting in violation of this provision, the Buyer acknowledges that it would be guilty of embezzlement.
- 11.4 Hendi reserves the right to establish a right of pledge on items delivered to the Buyer, as security of all future claims, which Hendi has or will have against the Buyer outside of this or similar agreements. Upon Hendi's first request, the Buyer undertakes to cooperate in the preparation of an authentic document or having a private document registered with regard to those matters. Furthermore, if and insofar as in spite of any provision in this article, Products on which retention of title has been removed or encumbered by the Buyer, the Buyer undertakes to pledge or cede any existing claims against third parties to Hendi, at Hendi's discretion.
- 11.5 The Buyer is obliged to insure the Products delivered under retention of title and to keep them insured against fire, explosion and water damage, as well as against theft. The Buyer shall provide the insurance policy to Hendi for review, upon Hendi's first request.
- 11.6 If there is reasonable doubt on the part of Hendi regarding the payment capacity of the Buyer, Hendi is authorised to postpone the delivery of Products until the Buyer has provided security for payment. The Buyer is liable for the damage to be incurred by Hendi as a result of the delayed delivery.
- 11.7 The Buyer is obliged to immediately inform Hendi, in writing, of the fact that third parties wish to assert rights on items to which ownership reservation is attached pursuant to this article. If, at any time, it appears that the Buyer has not complied with this obligation, then it shall owe an immediately due and payable penalty of 10% of the unpaid part of the purchase price without judicial intervention.
- 11.8 In this case, Hendi is entitled to take back the delivered items, including entering the Buyer's premises, in order to remove the respective items/goods from the Buyer's warehouses/storage locations.

#### Article 12 - Prices and payment

- 12.1 All prices are based on the exchange rates, import duties, taxes, levies and cost prices applicable at the time of the establishment of the Agreement. If, after the conclusion of the Agreement, one or more cost price factors, including (but not limited to) the factors mentioned above, undergo an increase, Hendi is entitled to adjust the agreed price accordingly. Hendi will immediately notify the Buyer of any price increases in writing. If a price increase is more than 15%, the Buyer is entitled to dissolve the Agreement without indemnification.
- 12.2 Unless expressly agreed otherwise in writing, the prices are stated gross in Euro and exclusive of VAT, without deduction of any discount, excluding freight costs and packaging.
- 12.3 Payment must be made within eight days of the invoice date unless otherwise agreed in writing:
- by means of authorisation by the Buyer to Hendi to automatically debit the amount owed;
  - by transfer of the amount owed to a bank and/or giro account indicated by Hendi;
- 12.4 In the event of liquidation, suspension of payments or if the bankruptcy of the Buyer has been applied for, or if executory attachment is levied by or at the expense of the Buyer on Products delivered by Hendi, all claims of Hendi against the Buyer, under whatever title, are immediately and fully due and payable. The right of the Buyer to offset any claims against Hendi, by

whatever name these are known, is expressly excluded.

- 12.5 Deviating payment conditions are only permitted if these are stated in the quotation as well as on the invoices. Exchange payments will only be accepted by Hendi, if this has been agreed in advance and if the Buyer compensates all additional risks and costs, as well as any interest loss. A (deviating) payment term agreed to once does not create any obligations for Hendi for future deliveries. Hendi has the right to determine the payment term per order.
- 12.6 If payment of the sent invoice has not taken place within the agreed period after the date of sending of that invoice, Hendi is entitled to calculate a compensation for loss of interest to the Buyer after the expiry of the respective period in the amount of the statutory commercial interest, or 10% per year, if the statutory commercial interest is lower than 10%. Hendi is also entitled to claim (all) extrajudicial costs in addition to the principal claim and the interest from the Buyer, which were caused by the non-payment or non-timely payment.

In any case, extrajudicial costs are owed by the Buyer, if Hendi has ensured itself of the assistance of a third party for the collection of its claim. These costs will be calculated in accordance with the BIK scale, at least the usual collection rate at that time, with, in any case, a minimum amount due of €40.00.

Hendi uses collection costs as a percentage due on the outstanding claims;

up to an amount of €2,500.00, 15%, on the next €2,500.00, 10%, on the next €5,000.00, 5% and on the next €190,000.00, 1%.

Over the excess above such, Hendi calculates 0.5%. The mere fact that Hendi has ensured itself of the assistance of a third party shows the size of and the obligation to pay the extrajudicial costs.

#### Article 13 - Solvency

- 13.1 Hendi is at all times entitled to demand sufficient security for the fulfilment of the Buyer's payment obligation before delivery or before proceeding with the delivery or the fulfilment of the order. This provision also applies if credit has been negotiated.
- 13.2 If the Buyer is in default in the fulfilment of its (payment) obligations, Hendi is also entitled to suspend the deliveries, even if a fixed delivery time has been agreed.
- 13.3 Payments made by the Buyer always serve to first settle all interest and costs owed and secondly, payable invoices, which are outstanding for the longest time, even if the Buyer states with any payment that the payment relates to a later invoice.
- 13.4 The Buyer's refusal to provide the requested security gives Hendi the right to consider the Agreement as dissolved, without prejudice to its right to reimbursement of expenses and loss of profit.

#### Article 14 - Complaints and (transport) damage

- 14.1 Complaint means: all grievances of the Buyer with regard to the condition of the delivered goods.
- 14.2 Objections and claims against any account or invoice of Hendi, respectively with regard to the condition of the delivered Products, must be reported to Hendi, in writing, without delay, and no later than within two working days after delivery. The Buyer cannot derive any rights or claims from any complaints or objections reported at a later time or that are reported in a different manner. In that case, the Products are deemed to have been received in good condition.
- 14.3 The Buyer must check the Products carefully (or have them checked) immediately upon delivery. In doing so, the Buyer must check whether the delivered Products comply with the Agreement, more specifically whether the correct Products have been delivered, whether these correspond in terms of quantity with the number stated on the consignment note and/or packing slip and whether the Products have (visible) defects or otherwise not compliant. For a claim to compensation of transport damage by the carrier, a note of the damage found on the consignment note is expressly required. Each shipment shall be considered a separate transaction as regards to this article.
- 14.4 Complaints can only be validly made with regard to Products that are still in the condition in which they were (delivered). Deviations deemed admissible or unavoidable in accordance with customary commercial practice do not constitute grounds for complaints. Complaints can never be a reason to suspend payment to Hendi for the delivered goods.
- 14.5 In the event of a complaint that is justified in its opinion, Hendi has the right to repair or replace the delivered Products, even if it concerns goods with a construction, manufacturing or material defect.

#### Article 15 - Liability

- 15.1 Hendi is never obliged to compensate for damage incurred directly or indirectly (for whatever reason), caused by defects in the work performed or installed and delivered installations and delivered Products. Hendi's fulfilment of its warranty obligations constitutes the sole and total compensation. Any other claim for damages is excluded.

- 15.2 Liability of Hendi for direct damage is excluded, unless there is demonstrable intent or gross negligence. Direct damage only includes:
1. damage caused by or attributable to Hendi to items, both material damage and defects as well as the non-functioning thereof, to Products, as well as property of the Buyer and/or third parties
  2. reasonable costs incurred to determine the cause and extent of damage, insofar as there is direct damage as referred to in this article
  3. costs of necessary modifications to the delivered Products to limit and/or repair direct damage
  4. reasonable, demonstrable costs for the limitation of damage, as referred to in this article.
- 15.3 Liability of Hendi for indirect damage, consisting of all forms of damage, other than direct damage as referred to in this article, is excluded. In any case, indirect damage is understood to mean: consequential damage, intangible damage, loss of profits, missed savings, environmental damage, damage as a result of loss of data and business stagnation.
- 15.4 Upon discovery of the alleged basis for the liability, liability must be claimed immediately, in writing, but no later than within fourteen days. The liability claim must be as detailed as possible and, where possible, be substantiated with documents, so that Hendi can respond adequately to this.
- 15.5 Hendi is only liable for damage suffered by the Buyer, which is the direct and exclusive result of intent or gross negligence on the part of Hendi, on the understanding that compensation will only be considered for those damages for which Hendi is insured, or reasonably should have been insured, in accordance with customary commercial practice in the industry. The following restrictions must be observed:
- a. business losses (business failure, storage costs and other expenses, loss of income, etc.) are not eligible for compensation caused by any reason whatsoever. If so desired, the Buyer must insure itself against this damage;
  - b. Hendi is not liable for damage, of any nature whatsoever, caused by or during the use of the delivered items or installations to items that are being worked on or to items that are in the vicinity of those goods;
  - c. Hendi is not liable for outside influences on items it has delivered.
  - d. further exclusions to the guarantee are:
    - damage caused by transport.
    - damage caused by installation and/or set-up errors.
    - damage caused by insufficient ventilation for heat dissipation.
    - damage caused by repair or attempted repair by a repairer not authorised by Hendi.
    - damage caused by operating errors, operation not in accordance with the instructions for use of the item, improper use, experiments, intentional overloading.
    - costs to speed up replacement or repair, or for carrying out temporary repairs.
    - damage caused by not keeping the Products properly clean.
    - damage caused by failure to replace filters.
- 15.6 Liability for any damage of the Buyer as a result of or associated with misuse or incorrect use by third parties or the Buyer of Products delivered by Hendi, including arising from (legal) actions or agreements for which Hendi has not given an order, is excluded.
- 15.7 In all cases, Hendi's total liability is at all times limited to the net amount that has been invoiced to the Buyer, with regard to the Products, goods and/or services delivered by Hendi, to which the liability relates. However, in no case may the total compensation of damages exceed that which Hendi will be paid with regard to such liability from its insurance company.
- 15.8 Any legal claim in connection with any damage, as referred to in this article, shall expire within twelve months after delivery and, in case of discovery after this period, no later than four months after discovery.

#### Article 16 - Dissolution and force majeure

- 16.1 Without prejudice to the provisions of Article 12, the purchase agreement shall be dissolved without judicial intervention, after written declaration, at the time at which the Buyer is declared bankrupt, applies for a provisional suspension of payments or if due to attachment, receivership or otherwise, it loses the power of disposal over its assets or part thereof, unless in the case of bankruptcy or suspension the receiver or administrator immediately fulfils the obligations arising from this purchase agreement from the insolvency assets and thus upholds the Agreement, without invoking offsetting.
- 16.2 In the case of dissolution, reciprocal claims from previously concluded agreements shall become immediately due and payable. The Buyer is liable for the damage suffered by Hendi, including loss of profit and transport costs.
- 16.3 If there are unforeseen circumstances, which are such that the Buyer or Hendi may not reasonably or fairly expect unchanged fulfilment by Hendi or the Buyer, respectively, the Court may, at the request of Hendi or the Buyer, amend the purchase agreement or dissolve it in whole or in part.

16.4 If upon the occurrence of force majeure Hendi has already partially fulfilled its obligations or can only partially fulfil its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the Buyer is obliged to pay this invoice as if it were a separate contract.

#### Article 17 – Guarantees

17.1 Hendi shall be liable with respect to the Buyer for damage to and as a result of items that occur during the warranty period stated in the instructions for use, unless the damage is the result of the fact that the Buyer uses the items in violation of the instructions for use provided with them, or otherwise makes an error with such use.

17.2 Hendi's liability is expressly limited to free repair of a defective product or to replacement of said product or of a part thereof. This shall be at Hendi's discretion.

17.3 The warranty only applies if the Buyer has fulfilled all its obligations with respect to Hendi.

#### Article 18 - Return shipments

18.1 Hendi is not obliged to take back, replace or credit items ordered by and delivered to the Buyer.

18.2 By way of exception, Hendi may indicate, in writing, that it is willing to take back products or issue a credit under certain conditions.

#### Article 19 - Applicable law/disputes

19.1 All Agreements concluded under these General Terms and Conditions are governed exclusively by Dutch law. The applicability of the United Nations Convention on International Purchase Agreements (Vienna Sales Convention, C.I.S.G.) or any (international) arbitration tribunal is expressly excluded.

19.2 All disputes arising from offers and deliveries, as well as from purchase and sale Agreements, are subject to the judgement of the competent civil court which has jurisdiction at the location of Hendi's registered office.

These General Terms and Conditions, which may be amended and/or supplemented by Hendi at any time, will be filed with the Registry of the District Court in Utrecht and with the Chamber of Commerce in Utrecht. Although these General Terms and Conditions have already become available to the Buyer prior to the establishment of the quotation and offer, a further copy will be made available immediately, by email or by regular post, upon first request.

In case of dispute, the Dutch-language General Terms and Conditions shall prevail.