

## **GENERAL DELIVERY AND PAYMENT CONDITIONS CATVIS**

**As per , January 1<sup>st</sup>, 2017**

Registered with the Chamber of Commerce in  
's-Hertogenbosch

### **A: GENERAL**

1. These General Delivery and Payment Conditions are valid and applicable to all sales, supply, construction, services, management and/or consultancy contracts, however named, of Catvis B.V. established in 's-Hertogenbosch, The Netherlands and its daughter companies (a.o. Catvis Hellas Ltd, Greece) hereafter called Catvis, unless specifically deviated therefrom in the offer and/or contract.
2. Deviations from these conditions or conditions of Catvis' contracting party (hereafter called "the customer") are only valid if Catvis has confirmed or accepted them in writing. In the event of conflict between these Conditions and those of the customer, these Conditions shall prevail.
3. Once an agreement with a particular customer or customer related company (daughter/ sister or mother company) is subject to these Conditions, they shall always apply to all following agreements with and offers for such customer and related companies, unless explicitly otherwise agreed.
4. If any provision of these conditions were to turn out to be invalid, the parties shall be deemed to have agreed a valid replacement provision, which approximates the invalid provision as closely with regard to its purpose and scope. Such shall not affect the validity of the other provisions of these Conditions.

### **B: OFFERS and PRICES**

1. Unless specifically mentioned otherwise, offers and prices are quoted on the basis of delivery of the goods Ex Works warehouse Catvis or manufacturer (EXW - Incoterms 2010). Unless specified otherwise installation, erection and/or assembly of the goods are excluded from the offer/ not included in the price.
2. Any tax, duty, import or other governmental charge levied or to be levied on the production, sale, use or shipment of the goods under the contract, will be charged to and paid for by the customer. Such taxes are not covered in the offers and prices unless expressly so stated on the quotation form.
3. Offers and prices are always based on information received from the customer and on execution of the assignment under normal and foreseeable circumstances.
4. Offers and prices shall be cancelled by a subsequent offer or price.
5. Offers and prices quoted by Catvis will be those in effect on the date of the offer and will remain valid for a period of 30 (thirty) days thereafter, unless specifically mentioned otherwise. After expiration of these 30 (thirty) days prices may be adjusted by Catvis at any time in order to conform with any variation in the prices or costs occurred after the price quotation.
6. Offers and prices quoted are based on the costs of materials, raw materials, wages/labour costs, rates of exchange, fuel, transport and other components of the cost price valid on the date of the offer and/or confirmation of the order. If after the date of Catvis' confirmation of order and prior to the date of delivery of the goods or the works, one or more components of the cost price have been modified, Catvis shall be entitled to adjust the price accordingly.
7. Not included in the offers and prices quoted are:
  - the necessary hewing-, digging-, break- and brickwork, carpentry and painting.
  - the supply of electricity, fuel and water for the erection, of the cost of installation of the necessary provisions therefore.
  - spare parts, unless specifically mentioned.
  - service visits after delivery.
8. Unless specifically stated or agreed to the contrary, the cost of packing of the separate goods is not included in the offers and prices.

9. Unless specifically stated or agreed to the contrary, the cost of transport of the separate goods is not included in the offers and prices (see section B1.). In case Catvis takes care of transport, packing and insurance, such shall be on instruction and behalf of the customer and consequently at the customers expense and risk. In such case Catvis is free in the choice of the transporting company and the method of transport and in this respect shall work to the best of its knowledge and ability, without bearing any liability in this respect. In no instance shall Catvis' commitment to transport goods go beyond a point where a commercial vehicle can come on a metalled road.
10. Offers and Prices shall not be binding upon Catvis unless accepted in writing within 30 (thirty) days of the date of such offer, or such other time limit as specifically stated in the offer, or, as the case may be, unless Catvis has confirmed the order in writing. After acceptance of the offer by the customer, Catvis has the right to revoke the order within 3 (three) working days.

### **C. PAYMENTS**

1. Unless otherwise provided in the agreement, all payments must be made within 14 days of the invoice date.
2. Payments will be made in the currency laid down in the agreement.
3. If the payment is not made within the agreed payment period, the customer will immediately owe interest to catvis. The customer shall be in default by operation of law and without any prior notice of default being required, and he shall owe the statutory interest on the amount due and payable from the date at which the payment should ultimately have been made, without prejudice to any other rights of Catvis B.V..
4. Any costs, both in and out of court, made by Catvis with regard to non-fulfilment, overdue or non-sufficient fulfilment of this obligations by the customer, including extrajudicial collection costs and costs of legal assistance, shall be compensated by the customer to Catvis. Catvis. and the customer jointly shall determine the extrajudicial collection costs in advance at 15 per cent of the principal sum due, without prejudice to the right of Catvis to compensation of the actual costs should these be higher.
5. Claims by Catvis against the customer are immediately due and payable in the case of liquidation, bankruptcy, receivership, transfer of cessation of the customers company, seizure of suspension of payment of the customer.

### **D. MAKING OF AGREEMENTS**

1. Assignments and agreements shall first become binding on Catvis after Catvis has accepted or confirmed such in writing or because execution thereof has commenced.
2. Catvis shall execute the assignment granted to it in accordance with the requirements of good and proper work, in accordance with the assignment granted to it or the agreement made with it. It shall be entitled, where it deems necessary or desirable, to engage third parties for the execution of the assignment.
3. For work, which is of such nature and scope that no offer or assignment confirmation shall be sent therefore, the invoice and retention thereof without objection shall be deemed the relevant agreement.
4. Changes in and additions to existing assignments or agreements are also only binding after Catvis has confirmed such in writing.
5. Agreements with or promises or announcements by employees of Catvis, first become binding after they have been confirmed in writing on behalf of Catvis by persons so authorised.

### **E. DELIVERIES**

1. The dates of delivery or completion date indicated in the offer will be complied with if so possible, but are not binding on Catvis, and are subject always to the customer having fully performed his obligations under the contract. These dates shall always be extended by the time during which the customer defaults on the performance of any obligation vis-a-vis Catvis and /or by the time which Catvis requires to

- execute additional work or implement changes to the original assignment. The customer cannot derive any rights from exceeding of such indicated dates.
2. Catvis is entitled to deliver the customers orders in partial deliveries/ shipments and invoice such separately.
  3. The performance of Catvis to be effected exclusively includes the execution of work and the delivery of goods in accordance with the description thereof in the offer, the assignment or other documents, which form the basis of the legal relationship between the parties. In the event of conflict thereof, the most recent description from Catvis or explicitly accepted by Catvis shall always prevail.
  4. All preparatory and additional work, which is not mentioned in the description, does not fall within the performance to be effected by Catvis. If such work is executed by Catvis this will be deemed extra work (see paragraph E).
  5. The customer must ensure that Catvis has timely possession of the information required for the execution of the work, insofar as pursuant to the assignment. Catvis does not itself has to take care of such information.
  6. If the start or progress of the work to be executed by Catvis is prevented or delayed by factors, which are not attributable to Catvis, the customer must compensate Catvis for the costs and damage caused in this respect.
  7. In case of force majeure, Catvis shall be excused for any delay in the delivery of goods and execution of works and shall be entitled to partly or totally rescind the contract.
  8. If forwarding is delayed at the request of the customer following notice by Catvis that the goods are ready for dispatch, the cost of storage will be billed to customer as from the month following the said notice of readiness. In case of storage in the factory or stores of the original supplier of Catvis the cost of storage will amount to at least 1 (one) per cent of the invoice value for each month of storage. However, Catvis shall be entitled after at least 3 months of storage, at its option, to dispose of the goods to be delivered, and to bill the customer with the additional cost incurred, subject to a notice period of 8 (eight) days.
  9. The delivery of goods by Catvis is considered to have been effected by delivery Ex Works the manufacturer or the supplier of the goods, or, as the case may be, loco warehouse or compound of Catvis or the transporting agent. The delivery of works is considered to have taken place upon their commission, after inspection and testing in accordance with the terms of the contract. On request of the customer, a list of shortcomings will be drafted during inspection and testing, provided always that shortcomings of minor importance which do not affect the substance of the works will never be reason for refusal of customers approval or acceptance. Catvis will be held to make good such shortcomings subsequently as soon as reasonably possible. Customer is obliged to enable Catvis always to finish the works.
  10. Upon delivery of the goods (after transportation)/ finalisation of works carried out by Catvis, the customer must immediately inspect them for any shortcomings, deviations or visible damage or defects and if such are discovered, they must be noted on the transport documents, be reported directly to Catvis, and be confirmed in writing within 8 (eight) days. In specific situations, Catvis may demand an inspection of the goods by the customer before transport/shipment.
  11. Further inspection by the customer of goods delivered and/or works carried out, has to take place within 8 (eight) days after the day of delivery on site or the works have been carried out. If applicable, day and time of inspection will be agreed between the parties in mutual consultation. Approval of the goods and/or the works carried out by Catvis, is deemed to have been given by the customer if no assessment in writing of shortcomings is submitted to Catvis within 24 (twenty four) hours of the inspection as mentioned in this paragraph.
  12. Damage, deviations or defects which cannot be detected in a visual inspection must be reported to Catvis directly, confirmed in writing within 8 (eight) days, after they have been discovered.
  13. Failure to observe the above mentioned time periods shall result in the loss of any claims of the customer in respect of the alleged shortcomings, deviations, damage or defects.
  14. After Catvis having made good the shortcomings, a new inspection will take place within 8 (eight) days thereafter. During re-inspection no new shortcomings, other than stated during the first inspection, may be brought up by customer to refuse approval. The work is considered to be delivered immediately after re-inspection and customers approval.
  15. Provided always that any stipulation contained in this clause D to the contrary, delivery shall be considered to have taken place in case the works carried out by Catvis, have actually been placed at the disposal of and put into use by customer.
- F. MORE OR LESS WORK**  
Changes in goods or works, delivered or carried out by Catvis, made by special order of the customer or to be made in order to prevent difficulties or to solve unforeseen problems, shall be considered as additional work in case of higher costs, and as less work in case of lower costs. Unless the contract will state otherwise, Catvis shall be entitled to bill in/ separate invoice the customer for additional work, as soon as the amount of the higher costs is known. Catvis will also be entitled to additional charges for the expenses of inspections, tests, alterations, additions or any other changes in the works made or undertaken at the request of the customer or any Government Municipal or other authority.
- G. RETENTION OF TITLE**
1. Catvis retains the right of ownership of all the goods that it has supplied or will supply to the customer until it receives payment in full of the purchase price for those goods. This retention of title also applies to all obligations for Catvis ensuing from this contract. The retention of title extends also to all goods that are already paid, and Catvis has the right to re-claim those goods.
  2. As long as the ownership of the goods supplied has not been transferred to the customer, the customer may not transfer ownership of those goods to third parties, or pledge or otherwise encumber, sell or relinquish those goods for use, on any legal basis whatsoever.
  3. The customer is obliged to store the goods supplied under retention of title with due care and as the acknowledged property of Catvis.
  4. If the customer fails to meet its payment obligations toward Catvis or if Catvis has good reason to believe that the customer will fail to meet those obligations, Catvis is entitled to repossess the goods supplied under retention of title. The customer hereby grants Catvis permission in advance to repossess the goods and to enter the site in/on which those goods are stored/ installed and the access to and from the site.
  5. The customer is obliged to inform Catvis in writing immediately if third parties lay claim to goods owned by Catvis.
  6. In the event that Catvis, for whatever reason, is unable or no longer able to invoke the retention of title that it has stipulated or if there is uncertainty as to whether Catvis is entitled to invoke this stipulated retention in a particular situation, the customer is obliged to offer Catvis alternative security, including but not limited to the creation of a pledge for the benefit of and on behalf of Catvis.
- H. PRODUCT RESEARCH**  
Catvis has a policy of continuous product research and improvement. Therefore, Catvis reserves the right to change designs and specifications without notice, under reservation of the right to adjust prices accordingly.
- I. OBLIGATIONS OF THE CUSTOMER**
1. The customer shall be responsible for the obtaining of building/ installation permits, and if required and not arranged for yet import licences for the ordered goods.
  2. The customer shall be responsible for the unloading of the containers and/or trucks.

3. The customer shall be responsible for free and proper storage facilities for the delivered goods on site.
4. If applicable, customer shall bear the costs of: delay in discharging the vessel, harbour costs, import duties, custom charges and bank charges.
5. Goods shall be accepted for delivery by the customer, even in case of non-essential defects.
6. In case of damages, the customer shall take the necessary measures for the assessment of such damages and reserve all rights of claims vis-à-vis forwarder, carrier or transport company.
7. Notification of defects of whatever kind shall immediately be reported to Catvis and confirmed in writing within 8 (eight) days after receipt of goods or in the event the customer could have reasonably been aware of the defect.
8. The customer will take out a all-risks insurance for the contract value during the construction work on building and installations on site.
9. The customer will give full assistance for the registration of Catvis and/or their subcontractor(s), if so required, and for entry visas for their staff-members and all other employees involved in the delivery and construction of the works.
10. The customer has to provide for the necessary prerequisites and approvals for test-running and the start of the operations.

**J. SUPERVISION DURING INSTALLATION AND ERECTION**

In case Catvis is making available a supervisor for the erection, installation and testing of a specific plant, the following provisions will apply:

- the installation and erection will generally be beyond the scope of the supply;
- the supervisor shall act exclusively as a consulting engineer and not as a superintendent for the staff of the customer or the customer's sub-contractor(s). Accordingly, the supervisor shall not bear any responsibility as to the number of labour to be employed nor as to the period of time required for completion of the installation and erection;
- supervision during installation and erection shall not place any responsibility on Catvis for faulty work and the consequences thereof;
- any advice and instruction given by Catvis in respect of such parts or services as are not included in the supply, shall not place any responsibility on Catvis with regard to reliability and practical suitability of such parts when in operation;
- the supervisor shall take care that the equipment is installed in such a way that the requirements of the customer in respect of faultless installation and erection are fully met. The supervisor shall be entitled to rely on the assistance of the customer's competent representative on the site in charge of the operations. The supervisor shall, however, inform customer's competent representative on site of any defects or errors found by him, as far as he can be reasonably expected to do so. In the event of disagreement the supervisor shall address himself and shall be given access directly to the management of the customer;
- the supervisor shall be available for work during normal working-hours, which shall not exceed 8 (eight) hours a day and 40 (forty) hours a week. If these hours are exceeded, the additional cost incidental thereto shall be charged to and be borne by the customer;
- overtime and shift-work, which for the supervisor are to be reduced to a minimum, shall be paid by the customer at applicable rates;
- during test runs of the plant, which will be for the responsibility of the customer, the customer shall make available sufficient skilled labour, technicians and the like. All technical data thereby obtained shall be recorded by customer's employees in accordance with the instructions of the supervisor. If the customer is unable to make skilled labour available, Catvis can enlist qualified skilled labour for customer's account;
- the customer shall at his cost provide the supervisor with convenient and adequate accommodation.

**K. ERECTION**

The customer shall take care that Catvis' staff can start the installation and erection, overhaul, repairs, service operations or testing of the plant at the agreed time and can continue activities without interruptions. For this purpose, the customer shall provide Catvis timely and free of charge with:

- a dry room which can be properly locked and lighted, for storing tools, equipment, materials, etc.;
- the necessary and usual assistance, workmen, auxiliary equipment, hoisting, transport and such like devices, scaffolding, lighting, auxiliary and other materials of the required quality, such as but not limited to water, fuel , gas, electricity, cleaning materials and detergents, etc.;
- the costs for carrying out tests also when these have to be repeated, shall always be for the customer's account.
- the erection shall be started only when all building and other operations which are to be executed by the customer prior to the start of the erection have been completed.

Ground work, foundations, masonry, putting concrete work, scaffolding, carpentry, painting and other operations connected with building engineering as well as insulation, manufacturing and fitting all such parts and devices as are not explicitly included in Catvis' supply, have to be carried out by and for account and risk of the customer.

The customer shall be liable to Catvis for all consequences and cost if these operations have not been carried out properly or not in time.

In the event, however, of Catvis having to carry out, supervise or advise on these operations, such shall be performed without Catvis assuming any responsibility in that respect;

- if the installation and erection work, overhaul, repairs, service operations or testing are delayed owing to circumstances beyond Catvis' control or through no fault of Catvis, the waiting time thus arisen shall be charged as actual working-time at standard rates, while any ensuing losses and addition charges shall be for customer's account.

**L. PROTECTIVE RIGHTS**

Drawings, pictures, printings, etc. as well as statements with respect to measures, weights, services, etc. attached to offers or deliveries are only approximately valid and are especially not deemed to be warranted conditions. Such documents if brought to the knowledge of customer remain in the ownership of Catvis and may neither be copied nor made available to third persons in any form without the prior written consent of Catvis.

Catvis is not obliged to review the measures, weights, etc. indicated by customer.

**M. INTELLECTUAL PROPERTY**

1. Catvis or its supplier retains all intellectual property rights pertaining to, arising out of, related to and/ or belong to Catvis or its supplier under the agreement delivered products, unless the parties agree otherwise in writing. The exercise of these rights is reserved exclusively to Catvis or its supplier, during and after termination of the agreement.
2. All documents of Catvis or its supplier, such as opinions, reports, designs, sketches, notes, manuals, software, (electronic) files etc., are intended to be used by the customer within the context of the agreement and may not without prior consent of Catvis be reproduced, published, disclosed to a third party, copied or modified.

**N. GUARANTEES**

1. Unless specifically mentioned otherwise, Catvis guarantees the good quality of machines and equipment supplied and that they will remain free from defects under normal use for a period of 12 months after delivery.
2. In case of delivery of goods of other suppliers/ manufacturers, Catvis will be liable for such defects only as

- can be claimed against such suppliers/ manufacturers at the time the notice of defect is given. On the written request of the customer, Catvis will submit copies of the warranty conditions of such suppliers/ manufacturers for the goods (to be) delivered by Catvis.
3. Catvis does not accept any claims in case products have been repaired, adapted or modified by the customer or in case the customer has started to repair, adapt or modify the products without approval from Catvis.
  4. Within the warranty period, Catvis undertakes to have repaired for its own account parts which are defective as a result of errors in production, or to send new parts.
  5. Catvis shall never be held responsible and shall not accept any claims concerning production losses, direct or indirect damages to customer or any third parties or to his/their properties, caused by any defects in products or installations delivered by Catvis.
  6. Catvis shall not be held liable for any direct or indirect defect caused wrong treatment of the equipment or any other error or defect that is caused by staff-members, employees or agents of customer.
  7. Claims, if any, shall be made by registered letter within 8 (eight) days after the date of evidence of the error.
  8. No claims under these guarantees will be entertained by Catvis as long as the customer is in default on his payment obligations.

**O. LIABILITY**

1. If Catvis is liable to the customer for damage, said liability shall be limited to direct damages and to the actual compensation paid by the insurer of Catvis in that specific case. If the insurer, for whatever reason, does not pay compensation, the liability of Catvis will be limited to compensation of direct damages and at most to the purchase amount of the goods in question, or that part of the agreement to which the liability relates.

Direct damage is exclusively understood as:

- a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions;
  - b. the possible reasonable costs incurred in order to have the defective performance of Catvis comply with the agreement, unless they cannot be attributed to Catvis;
  - c. reasonable costs incurred in order to prevent or limit damage, to the extent that the customer demonstrates that these costs resulted in limitation of the direct damage within the meaning of these general terms and conditions.
2. Catvis shall not be liable for damage, of any nature or any form whatsoever, in case it has departed from incorrect and/or incomplete data supplied by the customer.
  3. The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Catvis.
  4. The customer shall hold Catvis harmless against all claims from third parties for damages caused by products of Catvis.
  5. The limitations of liability included in this article do not apply if the damage is due to intentional and / or gross negligence of the Contractor or managerial staff.
  6. Condition to the right to any compensation of damage will at all times be that the customer notifies the existence thereof as soon as possible after it has occurred and that Catvis will be given a reasonable term to remedy the situation.

**P. DISPUTES**

1. Parties shall try to settle any dispute amicably.
2. Any disputes (including those considered as such by one of the parties only) arising from the order and/or any agreements resulting therefrom which cannot be settled

- amicably, will be referred to the competent Dutch court in 's-Hertogenbosch.
3. Unless otherwise stated in the contract, the law applicable will be the laws of The Netherlands.
4. The filing of a claim does not entitle the customer to refuse to take delivery of and to pay for the goods or not to fulfil any other obligation under the contract.