

## GENERAL TERMS OF SALE AND DELIVERY

BRAY CONTROLS BENELUX B.V.

### I. GENERAL

1. In these general terms of sale and delivery, the following definitions apply:

**SELLER:**  
BRAY CONTROLS BENELUX B.V.  
Joulestraat 8  
1704 PK Heerhugowaard

**BUYER:**  
The other party to the contract of  
BRAY CONTROLS BENELUX B.V.

2. These terms apply to all offers made by the Seller, all agreements concluded by the Seller, and any other agreements arising from these agreements.
3. The Seller explicitly rejects the applicability of any terms and conditions of the Buyer.
4. Any deviations of the General terms of Sale and Delivery must be explicitly agreed upon. These deviations do not apply with regard to any legal relationships formed afterwards between the Seller and the Buyer.
5. Bray products must not be exported, reexported, transferred, sold, or supplied to Cuba, N. Korea, Syria, Crimea Region of Ukraine, Iran or to any other restricted country. Bray Products must not be used in activities which involve the development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, or used in any facilities which are engaged in activities relating to such weapons. By placing an order with Bray you agree to comply with the requirements of Bray's Global Anti-Corruption Policy and to comply with any applicable local trading laws, including the UK Bribery Act.

### II. OFFER AND REALIZATION OF THE AGREEMENT

1. The Seller and Buyer enter into an agreement if the Seller sends the Buyer a written confirmation of the order/assignment of the Buyer.
2. Any models shown or provided only serve as an indication without the good(s) to be provided having to comply with said samples or models.
3. All offers are free of engagement.
4. If the Buyer presents the Seller with data, drawings, etc., the Seller may rely on their accuracy and shall base the offer on that information.

### III. PRICE

1. The Seller is entitled to enforce an interim increase of the price agreed on, if and insofar as unforeseen circumstances resulting in an increase of the cost price occur after conclusion of the agreement or after the offer has been sent. If the Seller increases the price within 3 months after conclusion of the agreement, the Buyer has the right to terminate the agreement on that ground.

### IV. INTELLECTUAL PROPERTY RIGHTS

1. All models, plans, documents, and tools made or adapted by the Seller, together with any related technical information and "know-how", remain the property of the Seller, even if the costs relating to the same are charged on to the Buyer or if improvements are made after the sale, whether or not at the request of the Buyer.
2. They must not be duplicated, either in part or in whole, without the written consent of the Seller, unless for internal use by the Buyer, nor must they be made available, shown, or made known in any other way to third parties, be used by the Buyer, or made available for purposes other than those for which they were originally provided by the Seller.
3. The Seller indemnifies the Buyer against any violations of intellectual property rights of third parties.

### V. MANUFACTURE AND ALLOWED DEVIATIONS

1. The allowed deviations for weight, performance capacity, and mass apply to the type of requirements specified, the standard allowed deviations according to commercial practices.

### VI. DELIVERY

1. Delivery shall be ex store/work shop/factory and in conformity with Incoterms 2020 the Buyer declares to be familiar with.
2. Delivery times agreed upon between the Seller and the Buyer shall constitute an indication and no fatal period. The Seller accepts no liability for any exceeding of delivery times.
3. The risk of partial or full loss or nullification of goods will transfer to the Buyer at the time of delivery at the location of delivery, as stated in section 6.1.
4. The Seller has the right to carry out its obligations in consignment(s).

### VII. PACKAGING

1. The Buyer retains the right to charge for packaging costs. Packaging cannot be returned in any case. The Buyer is responsible for proper removal and/or recycling of the packaging material delivered by the Seller.

### VIII. TRANSPORT AND CARRIER; CUSTODY

1. If the Seller delivers free of charge or has in any other way taken responsibility for the transportation of the goods to the Buyer, the Buyer shall always carefully inspect the goods upon delivery. If the Buyer finds visible damage or defects after inspection, the Buyer shall, within 48 hours after delivery, put in a written claim with the Seller.

### IX. RETENTION OF TITLE

1. After delivery, the Seller remains owner of the delivered goods as long as the Buyer:
  - (a) fails or will fail to meet its obligations arising from this agreement or any other concluded agreements;
  - (b) does not or will not pay for the goods delivered or to be delivered;
  - (c) has not settled any claims resulting from non-compliance with the above-mentioned agreements, such as damage, fine, interest and costs.
2. Until the moment of transfer of ownership, the Buyer is obliged to exercise appropriate care with regard to the goods. The Buyer shall insure the goods against any possible risks pertaining to these goods from the moment of delivery.
3. The Buyer is not competent to partially or fully transfer the goods as long there is a reservation of title on the goods supplied.
4. As long there is a reservation of title on the goods supplied, the Buyer may not encumber them other than in the normal course of its business.
5. The Buyer shall immediately warn Seller in the event of attachment of the goods or any other form of interference by any third party.
6. If the Seller is unable to rely on its retention of title, because the goods delivered have been processed, mixed with others or copied, the Buyer shall pledge the newly created goods to the Seller.
7. After the Seller has invoked its retention of title the Seller shall be entitled to repossess all goods it has delivered. The Buyer shall permit the Seller to enter the premises where the goods are located.
8. In all cases in which the Seller has to rely on its retention of title, the Seller is authorized to retain any advances received from the Buyer in full or in part as a compensation for any damage or loss suffered by the Seller.

### X. PAYMENT TERMS

1. Payment shall be made within 30 calendar days from the invoice date, unless otherwise agreed upon. If a longer term of payment is agreed upon, the unit price is increased by 1% for payment within 60 days after the invoice date, and 2% for payment within 90 days after the invoice date.
2. For any delay of payment, the Buyer shall pay an annual interest over the price agreed upon, based on the Dutch promissory notes increased by 4% to be calculated from the due date.
3. If the Seller transfers the collection of its claim to a third party, the Buyer shall compensate for any loss suffered by Seller over and above this interest and any judicial costs including disbursements and fees of lawyers, bailiffs and/or other proxies. Extra-judicial collection expenses are charged to the Buyer in conformity with the collection rate of the Netherlands Bar Association.
4. The Buyer shall bear the costs of returning the delivered goods to the Seller, unless otherwise agreed.
5. The Buyer shall effect the payments due to the Seller without deduction, postponement or appeal to compensation, save for any adjustable advance payments relating to the delivery of the goods by the Seller, which the Buyer may have made to the Seller.
6. The Buyer shall, at the first request of the Seller, provide collateral in a form desired by the Seller if the Seller has sound reason to believe that the Buyer will default on any of its obligations towards the Seller.

### XI. TERMINATION

1. If the Buyer does not, not conveniently or not timely comply with any obligation derived from the agreement entered into, as well as in case of bankruptcy, suspension of payment, shutdown, liquidation or partial transfer of - whether or not as surety - the Buyer's business, the Seller shall be entitled, at its discretion, without any liability to pay damages and without prejudice to any further rights to which the Seller is entitled, to partially or fully terminate the agreement or postpone (further) fulfillment of

the agreement. In these instances the Seller shall be entitled to claim instant fulfillment of all its rights.

2. If the Buyer nevertheless obstructs the Seller in the performance of its obligations, even after notice has been served, the Seller shall be entitled to terminate the agreement.
3. Circumstances that constitute a force majeure situation for the Seller are in any case: behavior, subject to gross negligence or intention, of people used by the Seller for the performance of its obligations; the unsuitability of goods used by the Seller in the performance of the agreement; strikes, exclusion of workers, sickness,
4. A ban on imports or onward shipment, transport problems, breach of contract by suppliers, stoppages in production, natural causes, war or threat of war.

### XII. CLAIMS, COMPLAINTS

1. The Buyer shall inspect the goods upon delivery in order to ascertain if they comply with the agreement.
2. Claims must be made in writing and as soon as possible, though not later than within 48 hours after delivery or - in the event of invisible defects - within 48 hours after these defects could reasonably have been observed.
3. Claims and defenses based on facts that would justify that the goods do not satisfy the contractual requirements have a limitation period of 1 year following delivery.
4. If the goods delivered do not meet the contractual requirements, the Seller has no further obligation other than to deliver any missing goods, or to choose either to repair or replace the delivered goods.

### XIII. WARRANTY

1. The warranty period is 12 months after installation or maximum 18 months after delivery of the goods (whichever comes first) by the Seller to the Buyer, unless the Seller and the Buyer have agreed upon a different warranty period in writing.
2. The Buyer must report any defects to the Seller within 14 days of the defect occurring, stating the nature of the defect and the circumstances in which it arose. The Seller will then decide to either repair the goods or replace the defective goods. Such without any obligation to pay compensation.
3. The Buyer's warranty claim expires:
  - (a) in the event of normal wear and tear of the material;
  - (b) in case of defects caused by goods of or negligence on the part of parties other than the Seller;
  - (c) if the accompanying user manual and/or maintenance instructions are not or not fully observed.
- (d) if the Buyer attempts to repair the goods without the prior written approval of the Seller.
- (e) in case of damage to the material as a result of tests or samples taken other than standard inspection activities for the benefit of use, which are customary and accordance with professional standards.
4. Goods or parts thereof that are replaced under warranty or a repair contract thereby become the property of the Seller.

### XIV. LIABILITY

1. The Seller is liable only for damage suffered by the Buyer, directly resulting from a breach attributable to the Seller, on the understanding that such damage is only eligible for compensation if it has been or reasonably should have been insured against by the Seller in view of standard industry practices, subject to the following additional restrictions.
  - (a) Consequential damages and loss of income and the like, whatever the cause, are not eligible for compensation.
  - (b) The Seller is not liable for any damage caused by or during the performance of the work or assembly of delivered goods or installations to goods that are being worked on or goods that are located in the vicinity of the place where the work is being carried out.
  - (c) The Seller is never liable for any damage caused as a result of malice, aforesaid or gross negligence on the part of third parties.
  - (d) The damage to be compensated by the Seller is reduced if the price to be paid by the Buyer for the goods is small in comparison with the scope of the damage suffered by the Buyer.
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### XV. APPLICABLE LAW AND CHOICE OF FORUM

1. Only the civil court that has jurisdiction in the place of establishment of the Seller may take cognizance of disputes. This agreement is subject to Dutch law.

### XVI. TRANSLATION

1. The Dutch text of these general terms of sale and delivery prevails over any translation of these.