

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Bayens Aluminium B.V. and/or affiliated companies, established at Rondgang 17, NL-5311 PB Gameren, the Netherlands (Telephone: +31 (0) 418 597 430), hereinafter referred to as: Bayens Aluminium B.V., governing the legal relationship between Bayens Aluminium B.V. and its contracting parties.

Article 1: General

1. Unless explicitly stated otherwise, these general terms and conditions apply to all agreements relating to the delivery of goods and/or services by Bayens Aluminium B.V. within the scope of its business operations, as well as to all offers made to enter into such agreements. Exceptions apply to agreements, and offers made to enter into such agreements, where Bayens Aluminium B.V. acts as an agent for third parties. In such cases, only the general terms and conditions of those third parties apply. References to Bayens Aluminium B.V. in these terms and conditions also include affiliated companies.
2. The term “contracting party” refers to any individual or legal entity entering into an agreement as described above with Bayens Aluminium B.V., or who is engaged in negotiations, discussions or correspondence with Bayens Aluminium B.V. in that context.
3. The contracting party may only rely on conditions deviating from these terms and conditions, or on its own general terms and conditions, if such conditions have been explicitly accepted in writing by Bayens Aluminium B.V.
4. The contracting party cannot derive any rights from the fact that Bayens Aluminium B.V. applies these terms leniently.
5. The contracting party unconditionally accepts the applicability of these general terms and conditions for all future agreements and related offers.
6. If any clause in these general terms and conditions is nullified or deemed invalid, this will not affect the remaining provisions. The invalid provision will be replaced with a new one that is valid and closely reflects the original intent.
7. Bayens Aluminium B.V. reserves the right to amend or supplement these general terms and conditions. Minor amendments may be implemented at any time. If the contracting party does not wish to accept a change, they may terminate the agreement before the amended conditions take effect.

Article 2: Offer/Agreement/Price

1. All offers (meaning any proposal by Bayens Aluminium B.V. to enter into an agreement as outlined in Article 1.1) are without obligation. Offers may include a validity period. After the expiry of that period, the offer automatically becomes void.
2. All prices are expressed in euros and are exclusive of VAT, import/export duties, and any other charges or taxes imposed by Dutch or foreign authorities. Prices also exclude travel, accommodation, packaging, storage, and transport costs, as well as costs for loading/unloading and assisting with customs formalities.
3. Images, dimensions, weights, colours, technical specifications and the like found in brochures, offers and agreements should be interpreted as indicative. The contracting party must account for minor deviations within normal tolerances. Bayens Aluminium B.V. reserves the right to supply up to 10% more or less than the agreed quantity.
4. An agreement is concluded by unconditional acceptance of an offer, by written order confirmation from Bayens Aluminium B.V., or by Bayens Aluminium B.V. commencing execution of the agreement with the contracting party's consent (e.g. through delivery). The order confirmation issued by Bayens Aluminium B.V. is always binding.
5. The costs for returning and/or destroying packaging materials are not included in the offered or agreed prices.

6. Bayens Aluminium B.V. is not bound by any offer if the contracting party could reasonably have understood that the offer, or part of it, contained a clear clerical or typographical error.

Article 3: Delivery

1. Unless otherwise agreed, deliveries are made carriage paid to the address stated by Bayens Aluminium B.V. in the offer or order confirmation, or in the absence of such, to the last known address of the contracting party. Risk passes to the contracting party when Bayens Aluminium B.V. makes the goods available to them.
2. Partial deliveries are permitted.
3. The delivery period starts on the date of the written order confirmation. Stated delivery times are indicative only and not binding, unless explicitly agreed otherwise.
4. The contracting party is obliged to accept the goods once the delivery period has expired. Goods that are not accepted will be stored at the risk and expense of the contracting party. The contracting party must fully cooperate with delivery. Failure to do so will result in a penalty of €250 per day, up to a maximum of €25,000, without prejudice to Bayens Aluminium B.V.'s right to claim further damages.
5. If Bayens Aluminium B.V. is unable to deliver fully, correctly, and on time due to force majeure, it has the right to dissolve the agreement or to inform the contracting party of a new, reasonable delivery period. Bayens Aluminium B.V. is not liable for any damages resulting from such delay.
6. Force majeure includes (but is not limited to): war, civil unrest, riots, fire, water damage, inaccessibility of certain areas, flooding, strikes, lockouts, import/export restrictions, government actions, machinery breakdown, IT failures, cybercrime, digital infrastructure disruptions, energy supply failures — whether these occur at Bayens Aluminium B.V., its suppliers, or during transport or storage (managed by third parties or internally). Any other cause beyond Bayens Aluminium B.V.'s reasonable control also qualifies as force majeure.

Article 4: Payment

1. Payment must always be made within thirty days from the invoice date, in the currency invoiced, without deduction or set-off, either at the Bayens Aluminium B.V. office or by bank transfer to the account specified by Bayens Aluminium B.V.
2. Bayens Aluminium B.V. is entitled to charge for any increase in cost price components arising after the agreement was concluded.
3. Bayens Aluminium B.V. retains ownership of delivered goods until the full purchase price, including any interest or collection costs referred to in Articles 4.3 and 4.4, has been paid and received. The contracting party hereby grants Bayens Aluminium B.V. the right to access any location where the goods are stored in order to reclaim them.
4. If the contracting party fails to pay on time, they are in default without the need for a formal notice. From that moment, the contracting party owes statutory interest as defined in Article 6:119 of the Dutch Civil Code, plus 2 percentage points, as well as all costs incurred by Bayens Aluminium B.V. to enforce performance, termination of the agreement, and/or damages, unless Bayens Aluminium B.V. is found to be at fault by a final court ruling. Extrajudicial collection costs are deemed to be at least 15% of the outstanding amount, and at least €250.
5. Notwithstanding any other agreed payment terms, Bayens Aluminium B.V. is always entitled to demand adequate security for proper fulfilment of the agreement or to require advance or cash payment upon delivery.
6. If the credit insurer engaged by Bayens Aluminium B.V. changes the coverage limit applicable to goods or services still to be delivered, and this results in loss of coverage,

Bayens Aluminium B.V. is entitled to cancel the agreement (in part or in full). The contracting party cannot claim damages in such cases.

Article 5: Complaints

1. Complaints regarding the quantity or quality of goods delivered by Bayens Aluminium B.V. must be submitted in writing and with justification within eight days of delivery. If the complaint relates to defects that could only be discovered during use, the eight-day period begins when the contracting party becomes or could reasonably have become aware of the issue, for example upon inspection immediately following delivery. Complaints regarding invoices must also be submitted in writing and with justification within eight days of the invoice date. If not submitted within these deadlines, Bayens Aluminium B.V. is entitled to disregard the complaint.
2. Complaints are only valid for goods that are still in the condition in which they were delivered. This provision does not apply to defects that can only be discovered after further processing.
3. Complaints arising from corrosion are only valid if the contracting party can demonstrate that the goods were wet upon receipt.
4. Complaints do not entitle the contracting party to suspend any payment or other obligations.
5. If a complaint concerns part of the goods delivered, this does not entitle the contracting party to reject the entire batch, unless the batch as a whole is deemed unusable.
6. If a complaint regarding a delivered good is justified, Bayens Aluminium B.V. is only obliged to replace the defective item at its own expense or, at its discretion, to credit the contracting party for the amount invoiced for the item in question.

Article 6: Warranty

1. Bayens Aluminium B.V. guarantees the soundness of the new goods it delivers, provided that the complaint is reported in writing and with justification in accordance with Article 5, and that all instructions from Bayens Aluminium B.V. regarding the use of those goods are followed correctly, promptly, and in full. The warranty only covers defects in material or manufacturing.
2. Defects resulting from improper or careless use, use for purposes other than intended, or normal wear and tear are not covered by the warranty.
3. If a good delivered by Bayens Aluminium B.V. proves defective within the warranty period and the defect falls within the warranty's scope, Bayens Aluminium B.V. undertakes to replace the good free of charge with an identical new product or to reimburse the contracting party for the amount invoiced for that product. Bayens Aluminium B.V. is not liable for any damage caused by the defect, other than to the product itself.
4. Bayens Aluminium B.V. does not provide any warranty beyond that offered by the manufacturer of the product.

Article 7: Liability

1. All liability for damages (especially consequential damage) not covered by the warranty described in Article 6 is excluded, unless caused by intent or gross negligence on the part of Bayens Aluminium B.V.
2. Bayens Aluminium B.V. is not liable for damage caused by inaccuracies in advice given by or on behalf of Bayens Aluminium B.V., or due to inaccuracies in designs, drawings or models. Bayens Aluminium B.V. is entitled to rely on the accuracy and completeness of the data and information provided by the contracting party.
3. If Bayens Aluminium B.V. is held liable, liability is limited to the amount paid out by its insurer. If the insurer does not make a payment, liability is limited to a maximum of 15% (excluding VAT) of the order amount for the part or partial delivery concerned. In the case

of long-term contracts, liability is limited to a maximum of 15% (excluding VAT) of the total amount invoiced over the twelve months preceding the event causing the damage.

4. The contracting party shall indemnify Bayens Aluminium B.V. against all third-party claims for compensation of damage as described in Article 7.1.

Article 8: Cancellation and Dissolution

1. A contracting party who cancels the agreement is obliged to fully reimburse Bayens Aluminium B.V. for all incurred costs and/or materials produced or purchased, including wages and social charges, at cost price. If applicable, an additional compensation shall be paid as damages. The minimum compensation is 20% of the agreed price.
2. In the event of cancellation, the contracting party must indemnify Bayens Aluminium B.V. against all third-party claims resulting from the cancellation.
3. Both parties have the right to dissolve the agreement with immediate effect if: I) the other party fails to fulfil its obligations, even after notice has been given; II) the other party is declared bankrupt, applies for suspension of payments or loses free control over its assets; or III) the other party ceases operations. Bayens Aluminium B.V.'s exercise of this right does not affect its right to claim costs and damages.

Article 9: Intellectual Property

1. Bayens Aluminium B.V. retains all copyrights and other intellectual property rights to any examples, models, designs, methods and other intellectual creations provided. These may not be copied, reproduced, shown to third parties, or otherwise used without written permission from Bayens Aluminium B.V.
2. Any breach of this article will result in a penalty of €1,000 per infringement, plus €250 for each day the breach continues, up to a maximum of €2,500, without prejudice to Bayens Aluminium B.V.'s right to pursue further legal remedies.
3. If Bayens Aluminium B.V. supplies computer software, the client receives only a non-exclusive, perpetual user licence for normal use. The licence may not be transferred or sub-licensed to third parties.

Article 10: Confidentiality

1. The client is obliged to keep confidential all information disclosed in connection with this agreement, which is known or reasonably should be known to be confidential.
2. A breach of this article will result in a penalty of €1,000 per infringement, plus €250 for each day the infringement continues, up to a maximum of €2,500, without prejudice to Bayens Aluminium B.V.'s right to claim further damages.

Article 11: Governing Law and Disputes

1. All agreements relating to the supply of goods and/or services by Bayens Aluminium B.V., and all offers made by Bayens Aluminium B.V., are governed exclusively by Dutch law.
2. The Vienna Sales Convention and the Uniform Law on the International Sale of Goods (LUVI) do not apply.

All disputes arising from agreements or related offers are subject to the exclusive jurisdiction of the competent court in the district of 's-Hertogenbosch.