

GENERAL TERMS AND CONDITIONS OF SALE OF MACH 4 METAL B.V.
Version December 2025

Article 1. Definitions

In these General Terms and Conditions, the following definitions apply:

- 1.1. **General Terms and Conditions:** the following general terms and conditions.
- 1.2. **Seller:** MACH 4 METAL B.V., with registered office at Transito 21, 6909 DA Babberich (NL), Chamber of Commerce number 09155965.
- 1.3. **Buyer:** Any natural person or legal entity that purchases Products from the Seller, or with whom the Seller enters into an Agreement or is negotiating about entering an Agreement.
- 1.4. **Products:** All goods to be delivered and/or already delivered by the Seller under the Agreement.
- 1.5. **Quotation:** the offer made by the Seller.
- 1.6. **Agreement:** Any agreement concerning the sale and delivery of Products by the Seller, any supplement or amendment thereto, as well as all legal acts in preparation for and in execution of the agreement.
- 1.7. **Parties:** The Seller and the Buyer collectively.

Article 2. Applicability

- 2.1 These General Terms and Conditions apply to all Quotations from the Seller and all Agreements between the Parties, and to all (legal) relationships between the Parties that arise from or are related to the Quotation or Agreement.
- 2.2 In the event of any conflict between the provisions of the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail.
- 2.3 The Seller expressly rejects any deviation from and/or addition to these General Terms and Conditions, unless these have been accepted in writing.
- 2.4 If one or more provisions, or part of a provision, of these General Terms and Conditions is annulled or otherwise proves to be non-binding, this shall not affect the validity of the other provisions of the General Terms and Conditions. In that case, the Buyer is obliged to agree one or more new provisions with the Seller, which in terms of purpose and scope correspond as closely as possible to the original provision(s).
- 2.5 These General Terms and Conditions have been drawn up in Dutch and translated into various languages. In the event of discrepancies in the text and/or differences in interpretation, the Dutch version shall at all times be decisive and binding.
- 2.6 The Seller reserves the right to unilaterally amend these General Terms and Conditions. The amendments will take effect at the announced time. The Seller will provide the amended terms and conditions to the Buyer in good time. If no effective date is stated for the amendments, the amendments will take effect as soon as the Buyer has been notified thereof.

Article 3. Conclusion of Agreement

- 3.1 All Quotations from the Seller are always without obligation. The Seller may revoke its Quotations at any time, even if a fixed term for acceptance has been stated. Requesting a Quotation from the Buyer or placing an order without a prior Quotation is considered a request for a Quotation.
- 3.2 Data or information stated in Quotations, images, catalogues, technical drawings, advice and other additional information provided by the Seller are expressly not binding to the Seller.
- 3.3 Information about the Products, including type designations and years, has been obtained to the best of the Seller's knowledge and belief and, where possible, from manufacturers. This information is provided in good faith, but its accuracy cannot be guaranteed. Accordingly, the information does not constitute a representation or contractual provision. It is the Buyer's responsibility to check all essential details of the Products.
- 3.4 Agreements are concluded when the Buyer has accepted the Seller's Quotation.
- 3.5 Additional agreements and/or amendments to the Agreement shall only be binding if agreed in writing between the Parties or if the Agreement is performed by the Seller in accordance with the additions and/or amendments.

Article 4. Prices

- 4.1 Prices are expressed in euros and, unless otherwise stated, exclude sales tax, other

- levies/surcharges, packaging, dismantling costs and transport costs.
- 4.2 If, after the date of the Quotation and before delivery, one or more of the cost factors undergoes a change, the Seller is entitled to adjust the agreed price accordingly.
- 4.3 The Seller reserves the right to charge the Buyer for additional costs that were not foreseen at the time the Agreement was concluded.

Article 5. Payment

- 5.1 Payment must be made within seven (7) days of the invoice date, unless otherwise agreed in writing. Payment shall be made in the agreed currency.
- 5.2 Notwithstanding the provisions of the first paragraph of this article, the Seller is entitled to set the Buyer a payment term of 48 hours at any time after the Agreement has been concluded. If the Buyer fails to pay the full purchase price within the set term, the Seller is entitled to terminate the Agreement. In that case, amounts already paid to the Seller shall remain payable by the Buyer and shall not be refunded.
- 5.3 If the agreed shipment takes place earlier than the period referred to in paragraph 1 of this article, the Buyer is in any case obliged to pay the full invoice amount before the Products are shipped. If the Buyer fails to meet this payment obligation by the day of shipment at the latest, the Seller is entitled to suspend the shipment and/or delivery of the Products until full payment has been received, or to terminate the Agreement, without the Seller being liable to pay any compensation to the Buyer. All costs for storage and the arranged transport of the Products shall be borne by the Buyer.
- 5.4 If the Buyer terminates or dissolves the Agreement for any reason whatsoever, the Buyer shall not be entitled to a refund of any amounts already paid. The Seller is entitled to determine at its own discretion how the amount received will be used, including, but not limited to, setting it off against outstanding or future claims against the Buyer, using it as a down payment on a future agreement, or as compensation for costs incurred.
- 5.5 If the Agreement is terminated or dissolved by the Seller due to circumstances beyond the Seller's control, including but not limited to the failure to obtain export licences (in time), legal obstacles, embargoes, government measures or other circumstances as referred to in Article 6.7 and Article 10, the Buyer shall not be entitled to a refund of amounts already paid. These amounts shall remain definitively payable to the Seller, without prejudice to the Seller's right to further compensation.
- 5.6 The Buyer may not invoke settlement and/or suspension.
- 5.7 Before proceeding to fulfil its obligations under the Agreement, the Seller shall always be entitled to demand adequate security for the fulfilment of the Buyer's payment obligations. Refusal by the Buyer to provide the required security entitles the Seller to terminate the Agreement(s) by written notice or, at its discretion, to suspend its obligations.
- 5.8 If the Buyer fails to pay within the agreed term, it shall be deemed to be in immediate default and the Seller shall be entitled, at its discretion, to increase the amount owed by the Buyer by default interest of 5% per month or the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code, calculated from the due date (counting part of a month as a whole month) on the gross invoice amount, until the time of full payment. Without prejudice to the Seller's right to claim the actual damage, in the event of default, the Buyer is also obliged to reimburse the Seller for the extrajudicial costs associated with the collection. The extrajudicial costs are set at a minimum of 15% of the principal amounts due, with a minimum of €250.00.
- 5.9 If the Buyer fails to fulfil its (payment) obligation, it shall be obliged to pay all (collection) costs to the Seller, including, but not limited to, collection costs, solicitor's fees, bailiff's fees and other (legal) costs.
- 5.10 Any payment made by the Buyer shall first be used to pay the interest due and then to pay the costs associated with the collection of the claim. Thereafter, any payment shall be used to pay the principal amount of the claim.
- 5.11 If payment in instalments has been agreed and the Buyer fails to pay the entire amount due within one (1) month of the invoice date, the Seller shall be entitled to terminate the Agreement and to retain the amount already paid by the Buyer as a penalty and to claim full compensation for all damage resulting from or in connection with this.

Article 6. Delivery

- 6.1 The delivery period specified by the Seller is indicative and not a strict deadline. Exceeding the delivery period shall not result in any liability on the part of the Seller.
- 6.2 Unless otherwise agreed, delivery of the Products shall be ex works (Incoterms 2020). The Products shall be deemed to have been delivered as soon as they have been made available

to the Buyer by the Seller on its premises. The Seller shall not be obliged to load the Products or to perform any other action in this regard. If the Seller, or someone acting on behalf of the Seller, is involved in any way in the loading of the Products – including, but not limited to, assisting, supervising or actually carrying out the loading – this will be done exclusively as an additional and non-binding service, without any obligation arising for the Seller.

- 6.3 Except in the case of intent or deliberate recklessness on the part of the Seller, the Seller accepts no liability whatsoever towards the Buyer for any damage directly or indirectly related to or resulting from the incorrect or unsafe loading of the Products or from other errors made during loading. The Buyer indemnifies the Seller against all claims from third parties – including but not limited to employees, auxiliary persons and customers of the Buyer – as well as against all related damage and costs (including reasonable costs of legal assistance) resulting from or related to the incorrect or unsafe loading of the Products or other errors made during loading, except insofar as such claims are the direct result of intent or deliberate recklessness on the part of the Seller.
- 6.4 The Buyer is obliged to take delivery of the Products at the agreed time and place. Any costs of transport, storage and other costs related to the Buyer's failure to take delivery of the Products (on time) shall be borne by the Buyer.
- 6.5 The risk of the Products shall pass to the Buyer, without prejudice to the actual delivery, from the moment the Products are made available to the Buyer. Disassembly, assembly, loading, shipment and delivery shall be at the expense and risk of the Buyer. The Buyer is aware that transport is only insured up to the maximum amount of the carrier's transport insurance. The transport insurance is generally not sufficient to cover the full value of the Products. The Seller is expressly not liable for any damage suffered by the Buyer in connection with disassembly, assembly, loading, shipment (transport) and (time of) delivery of the Products, except in the case of intent or deliberate recklessness on the part of the Seller.
- 6.6 If the Buyer requests delivery before the expiry of the agreed delivery period, the additional costs incurred by the Seller in connection with this shall be borne by the Buyer, if and insofar as this is possible.
- 6.7 If the necessary export licences or approvals are not granted (on time), or if other legal obstacles or embargoes prevent performance or delivery, the Seller may terminate the Agreement or refuse delivery. The Seller shall not be liable for any damage suffered by the Buyer as a result.

Article 7. Retention of title

- 7.1 Ownership of the Products shall only pass to the Buyer after the Buyer has paid all outstanding payments to the Seller, including any claims for shortcomings in the performance of the Agreement.
- 7.2 As long as the delivered Products have not been paid for in full, the Buyer is obliged to keep the delivered Products in such a way that the Products are immediately recognisable to everyone as the property of the Seller.
- 7.3 As long as the Products are still owned by the Seller, the Buyer is not permitted to pledge, encumber, process or otherwise dispose of them, except insofar as this concerns the normal exercise of its profession or business and the Seller has given its prior written consent.
- 7.4 If the Buyer fails to fulfil its obligations under the Agreement or otherwise, or if there is a well-founded fear that it will not do so, the Seller is entitled to remove or have removed any Products already delivered that are subject to the retention of title referred to in this article from the Buyer or third parties holding the Products for the Buyer. The Buyer is obliged to cooperate fully in this regard.
- 7.5 The Buyer commits themselves to insure the Products delivered under retention of title and to keep them insured against relevant risks and to make the insurance policy available for inspection at the Seller's first request.

Article 8. Inspection and complaints

- 8.1 The Buyer is obliged to inspect and check, or have inspected and checked, within 24 hours of delivery, whether the delivered Products fully comply with the agreements in the Agreement in terms of type, number and any accessories. The Products are delivered in accordance with the condition(s) described in Article 12.1; complaints about the condition, quality or functioning of the Products are expressly excluded. In this regard, the Buyer must in any case check whether:
 - a) the correct Products have been delivered;
 - b) the delivered Products comply with the specifications as agreed in the Agreement.

- 8.2 Any complaints about an incorrect or incomplete delivery (including only the delivery of incorrect or missing Products, parts or documentation) must be notified to the Seller in writing by the Buyer within 24 hours of delivery of the Products.
- 8.3 A complaint will in any case not be considered valid if:
- a) the Products show deviations that are the result of normal wear and tear;
 - b) the defects are caused by external factors or by the Buyer's actions or omissions, such as incorrect use, incorrect storage, overloading, poor maintenance, unauthorised repairs or modifications, or failure to follow instructions;
 - c) the defect is the result of legal requirements or government regulations concerning the nature or quality of the construction or materials used, or in the event of changing technical insights or amended government regulations.
- 8.4 Notifications of complaints from the Buyer must contain as detailed a description as possible of the complaint, including supporting documents, the Buyer's details, the order number and/or delivery note. In the absence of such notifications, the Buyer shall be deemed to have approved the delivered Products.
- 8.5 In the event of a complaint from the Buyer, the Seller is entitled to conduct its own investigation into the nature, scope and cause of the complaint. Under penalty of forfeiture of its rights, the Products about which the Buyer complains must be carefully stored by the Buyer and made available or returned to the Seller upon first request.
- 8.6 If the Buyer complains in accordance with the above provisions and this complaint is found to be justified by the Seller, the Seller shall, at its discretion, replace or reimburse the goods or parts thereof. The Seller shall not be bound by any other obligation.
- 8.7 Complaints shall not suspend the Buyer's payment obligations in any way.

Article 9. Returns

- 9.1 Returns of Products are not possible. The Buyer is not entitled to return delivered Products.

Article 10. Force majeure

- 10.1 The Seller shall not be obliged to fulfil its obligations if it is prevented from doing so as a result of circumstances that are not attributable to its fault and that are not for its account under the law, a legal act or generally accepted practice.
- 10.2 In these General Terms and Conditions, force majeure is understood to mean – in addition to what is understood in this regard in law and case law – all external causes, whether foreseeable or not, over which the Seller has no influence, but as a result of which the Seller is unable to fulfil its obligations, including, but not limited to, strikes at the Seller's company, an epidemic or pandemic, actions by the government or restrictions and/or measures imposed by the government, staff shortages, supply chain disruptions and unavailability of materials.
- 10.3 In the event of force majeure, regardless of when it occurs, the Seller is entitled to suspend and/or (immediately) terminate the Agreement. If, as a result of the force majeure, the suspension lasts longer than six months, the Buyer is entitled to terminate the Agreement. If the force majeure only partially prevents the performance of the Agreement, the Buyer is only entitled to terminate the Agreement for that part.

Article 11. Termination of the Agreement

- 11.1 The Agreement cannot be terminated by the Buyer.
- 11.2 The Seller is entitled, without prejudice to its right to compensation, to terminate the Agreement with immediate effect and without notice of default in writing if one or more of the following circumstances arise:
- a) Bankruptcy or suspension of payments has been applied for with regard to the Buyer;
 - b) The Buyer's company is dissolved, liquidated or shut down;
 - c) A request is made to seize the Buyer's property or property rights, or such seizure is actually carried out;
 - d) The Seller has good reason to fear that the Buyer is or will be unable to fulfil its obligations under the Agreement and the Buyer fails to provide sufficient security for the fulfilment of its obligations at the Seller's request.
- 11.3 The Seller is entitled, without prejudice to its right to compensation, to terminate the Agreement with immediate effect and without notice of default in writing (and out of court) if the Buyer fails to fulfil its obligations under the Agreement.
- 11.4 In the event of termination (dissolution or cancellation) of the Agreement on any grounds whatsoever, all claims of the Seller shall become immediately due and payable and all property of the Seller shall be returned immediately at the Buyer's expense.
- 11.5 The Seller shall never be obliged to pay any compensation for damage due to termination,

- dissolution or any other form of termination of the Agreement.
- 11.6 The Seller shall at all times be entitled to set off its obligations towards the Buyer in whole or in part against any claim that the Seller has or will acquire against the Buyer at any time.

Article 12. Liability

- 12.1 The Products sold by the Seller are second-hand machines. The Buyer has the opportunity to inspect the Products for any defects prior to purchase. If, for any reason, the Buyer only partially exercises this right or does not exercise it at all, the Buyer accepts the condition of the Products unseen. The Products are sold and delivered 'in the condition they are in at the time of sale (as is, where is)' without any warranty, and to the exclusion of the provisions of Articles 7:15 and 7:17 of the Dutch Civil Code, unless expressly agreed otherwise in writing. The Seller is therefore not liable for any known or unknown defects.
- 12.2 The Seller is not liable to the Buyer in connection with the presence or absence of a CE marking. The Buyer is solely responsible for carrying out safety assessments in relation to the Products and for verifying that all applicable regulations have been complied with.
- 12.3 The Seller shall not be liable for any direct damage, such as (but not limited to):
- a) the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - b) any reasonable costs incurred to ensure that the Seller's defective performance complies with the Agreement.
 - c) reasonable costs incurred to prevent or limit damage.
- 12.4 The Seller is also not liable for any other forms of financial loss that can be considered indirect damage, such as – but not limited to – business damage, lost profits, downtime damage, consequential damage, personal injury, all other forms of financial loss, as well as all possible claims from third parties.
- 12.5 The limitation and/or exclusion of liability included in these General Terms and Conditions does not apply if the damage is the result of intent or deliberate recklessness on the part of the Seller.
- 12.6 In all cases, any possible liability on the part of the Seller is limited to the damage covered by its insurance policy or policies and actually paid out by the insurance company, up to a maximum of the amount covered in the case in question. Alternatively, if no payment is made under any insurance policy, liability shall be limited to the invoice value (excluding VAT) of the Products that caused the damage claimed by the Buyer, up to a maximum of €50,000.00.
- 12.7 The Buyer indemnifies the Seller against all claims for compensation from third parties insofar as such damage is the result of the Buyer's failure to comply properly or fully with these General Terms and Conditions or specific instructions from the Seller, or the Buyer's failure to adequately inform third parties when using the Products, or the Buyer's wrongful provision of information or data not originating from the Seller. In such cases, the Buyer is obliged to compensate the Seller for all damage suffered.
- 12.8 The Buyer may only invoke any right to compensation after it has complained in accordance with Article 8 of these General Terms and Conditions and has given the Seller written notice of default, setting a reasonable period of time, and the Seller continues to fail to comply even after that period has expired.
- 12.9 A series of related events causing damage shall be deemed to be a single event for the purposes of this article.
- 12.10 All claims of the Buyer against the Seller, on whatever grounds, shall lapse at the latest one (1) year after the moment at which the Buyer became aware or could reasonably have become aware of the damage suffered by the Buyer.

Article 13. Intellectual property rights

- 13.1 All intellectual property rights relating to the Products, such as (but not limited to) drawings, (360°) images and/or videos as made available with the Quotation, are vested in the Seller.
- 13.2 The Buyer is not permitted to reproduce, publish or imitate drawings, 360° images and/or videos without the prior written consent of the Seller.

Article 14. Sanctions on resale to Russia and sanctioned countries

- 14.1 The Buyer shall not directly or indirectly sell, export or re-export any Products delivered under or in connection with the Agreement and falling within the scope of Article 12g of Council Regulation (EU) No 833/2014 to the Russian Federation or for use in the Russian Federation. This prohibition also applies to Cuba, Iran, North Korea, Sudan, Syria, Belarus and all other countries designated as sanctioned by the EU Sanctions Map (sanctionsmap.eu).
- 14.2 The Buyer shall make every effort to ensure that the prohibition described in Article 14.1 is

- not frustrated by third parties further down the trade chain, including possible resellers.
- 14.3 The Buyer shall establish and maintain an adequate control system to detect conduct by third parties further down the supply chain, including possible resellers, that is contrary to the prohibition described in Article 14.1.
- 14.4 Any breach of the obligations described in this article shall be considered a material breach of an essential part of the Agreement. In that case, the Seller shall be entitled to invoke appropriate legal remedies, including, but not limited to:
- (i) termination of the Agreement and recovery of the Products; and
 - (ii) an immediately payable penalty of 200% of the total value of the Agreement in question or the price of the exported Products (whichever amount is higher), with a minimum of €50,000.00, without prejudice to the Seller's right to full compensation and reimbursement of all costs incurred.
- 14.5 The Buyer shall immediately inform the Seller of any problems in complying with this article, including relevant activities of third parties that may frustrate the purpose of the prohibition described in Article 14.1, and shall provide the Seller with written information on compliance with the obligations under this article upon first request, but no later than two (2) weeks after that request.

Article 15. Disputes and applicable law

- 15.1 All Agreements between the Parties and the resulting (legal) relationships to which these General Terms and Conditions apply are governed exclusively by Dutch law. Insofar as relevant, the applicability of the Vienna Sales Convention is expressly excluded.
- 15.2 Any disputes between the Parties shall be submitted exclusively to the competent court in the district of Gelderland, location Arnhem.

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