

General Delivery Conditions of Rometron B.V. (hereinafter: "Rometron"), established at gemeente Bronckhorst (KvK number 67523838), having its principal place of business at Hoge Wesselink 8, 7221 CJ Steenderen, The Netherlands, in force as of September 1st, 2020

Article 1 General/Applicability

1. Rometron develops and manufactures electronically controlled equipment and agricultural machinery components.
2. These General Delivery Conditions (hereinafter GDCs) apply to every quotation and every agreement entered into between Rometron and a customer.
3. These GDCs also apply to all agreements entered into between Rometron and a third party that is involved in the execution of this agreement between Rometron and the customer. Where the customer holds the third party directly accountable, it can likewise invoke these GDCs vis-à-vis the customer.
4. If one or more of the stipulations in these GDCs are void or were to become void, the remaining stipulations continue to apply in full.

Article 2 Quotations/changes

1. All quotations are subject to confirmation and are based on the prices and specifications in force at the time the quotations are made.
2. The prices mentioned in quotations are exclusive of VAT.
3. Changes to the agreement and departures from these GDCs are valid only if they are agreed in writing including by email between Rometron and the customer. If the customer notifies changes in any other manner, the risk of the changes not being implemented is for the account of the customer.
4. Upon acceptance of a quotation by the customer, Rometron reserves the right to recall its quotation within five working days of receiving this acceptance.

Article 3 Agreement

1. The agreement comes into effect:
 - the moment Rometron receives the order from the customer duly signed for approval;
 - upon Rometron forwarding an order confirmation to the customer;
 - upon Rometron commencing with the execution of the order.In the case of a telephonic order, the documents forwarded by Rometron either in writing or by email serve as order confirmation.
2. Every acceptance of an order is subject to the suspensive condition that, based on the information obtained by Rometron, the customer's creditworthiness is adequate.

Article 4 Delivery term

1. The delivery term starts:
 - on the day the agreement comes into effect;
 - the day Rometron receives the documentation, data, permits, etc. required for the execution of the order;
 - the day Rometron receives the advance payment the customer is required to make before the work starts in accordance with the agreement, whichever happens last.
2. Rometron is obliged to do all that is reasonably possible to meet the delivery terms.
3. Should delays occur as a result of a change in the working conditions applicable at the time the agreement was entered into, the delivery term shall be extended by such period as is reasonable – with due regard for all the conditions - without prejudice to the right to invoke *force majeure*.
4. Exceeding the delivery term does not entitle the customer to terminate any part of the agreement, except in case of gross negligence on the part of Rometron.
5. A contractual penalty imposed in the event of the delivery term being exceeded is deemed to supersede any right of the customer to claim damages. Such penalty shall not be due, however, if the delivery term is exceeded as a result of *force majeure*.

Article 5 Force majeure

1. If due to *force majeure* of a permanent or temporary nature Rometron is prevented from performing the agreement, it shall have the right, without any liability for damages and without prejudice to any rights accruing to it, either to consider the agreement terminated without any recourse to the courts, or to suspend any further performance of the agreement.
2. A suspension period lasting three months results in termination of the agreement.
3. *Force majeure* shall be understood to mean any circumstance beyond the control of Rometron – even if it was foreseeable at the time the agreement was entered into – that prevents performance of the agreement either permanently or temporarily, and insofar as not covered by the foregoing, war, the threat of war, civil war, rioting, industrial action, transport difficulties, fire and other serious disruptions in the business of Rometron (including occupational disability of its director in excess of four weeks or a lockdown announced by the government) or in the business of third parties contracted by Rometron. In the event of any circumstance occurring within the meaning of this article, Rometron shall notify the customer immediately.
4. The customer is obliged in all cases to pay Rometron the purchase price and any delivery expenses of the goods that were in fact supplied to in accordance with the stipulations of article 6.

Article 6 Delivery

1. Rometron delivers its products CPT delivery address. Rometron obtains for its own account and at its own risk an export permit or other official authorisation, and where applicable complies with all customs formalities required for goods destined for export.
2. The customer should, for its own account and at its own expense obtain an import permit or other official authorisation, and where applicable complies with all customs formalities required for goods destined for import and transit.
3. As from the time Rometron hands over the goods to its contracted carrier, the customer bears all the risks and all other costs of events occurring after delivery of the goods in this manner. Rometron takes out an insurance policy in favour of the customer to cover the loss of, or damage to the goods during transport.
4. Rometron undertakes only to deliver the products. Rometron is not liable for the assembly of the products. The goods are assembled by the customer or by third parties contracted by the customer.
5. Without prejudice to the contents of clause 4 above, ownership of the products is not transferred to the customer until all that which the customer owes Rometron on account of the delivery, including interest and costs, has been paid to Rometron in full.
6. Upon delivery, the customer is required to verify whether the correct quantity of products has been delivered and whether there are any visible defects to the packaging.

Article 7 Payment

1. Payment must be made within 30 days after invoice date.
2. All payments shall be without any discount, deduction or set-off, addressed to Rometron's office and deposited into a bank account to be advised by it.
3. Rometron shall have the right at all times to demand payment in cash prior to or upon delivery of the goods.
4. In case of late payment, the customer shall owe statutory interest as laid down in section 119a, Book 6 of the Netherlands Civil Code as from the due date of the invoice without any dunning or notice of default.
5. If the customer fails to meet his payment obligations, Rometron is likewise entitled without any demand or notice of default at its discretion to suspend or cancel the outstanding part of the agreement without prejudice to its right to claim damages.
6. In case of late payment by the customer, Rometron is entitled in addition to the invoice amount to charge all judicial and extrajudicial costs related to its collection of the amount owed to it.

7. Payments made by the customer are always allocated first in settlement of all the interest and expenses owing and then in settlement of the longest outstanding invoices due and payable, even if the customer states that the payment is in settlement of a later invoice.

Article 8 Guarantee

1. Without prejudice to the limitations set out below, Rometron guarantees the reliability of the delivered product as well as the quality of the materials used in it and/or supplied insofar as it concerns defects not observable at the time the product was tested, for which defects the customer provides evidence that they occurred within twelve months of the delivery in accordance with article 6 exclusively or substantially as a direct result of either a Rometron construction fault or due to defective finishing or the use of poor quality material.
2. Complaints should be submitted to Rometron in writing. In case of a latent defect, the complaint should be submitted within eight days of the time the defect was detected or within eight days of the time the defect could or should reasonably have been detected, as the case may be. Complaints submitted later than one year after the invoice date will not be accepted under any circumstances.
3. If the complaint is justified, Rometron at its discretion redelivers or repairs the products it delivered. The product may be forwarded to Rometron only subject to its permission. The costs of forwarding are for the account of the customer.
4. The repair or replacement of products delivered by Rometron does not entail the start of a new guarantee period.
5. Not covered by the guarantee are in any event defects occurring in or resulting in whole or in part from:
 - a) failure to observe operating and maintenance instructions, or use other than the envisaged normal use;
 - b) normal wear and tear;
 - c) assembly/installation by third parties, including the customer;
 - d) parts that Rometron purchased from a third party for which it did not furnish Rometron with a guarantee.
6. If, in order to meet its guarantee obligations, Rometron replaces parts or products, these products become the property of Rometron.

Article 9 Liability

1. Rometron's liability is limited to compliance with the guarantee obligations described in article 8 of these GDCs.
2. Except for gross negligence or intent on the part of Rometron, and except for the stipulations of article 1, any liability of Rometron such as for consequential loss,

other direct damage and damage as a result of liability vis-à-vis third parties is excluded.

3. The customer is obliged to hold Rometron harmless, indemnify it respectively against all claims by third parties for damages in respect of which Rometron's liability vis-à-vis the customer is excluded in these GDCs.
4. If Rometron provides help and assistance of whatever kind with the assembly, this shall be at the customer's risk.
5. Rometron's liability is limited in all cases to the invoice amount.

Article 10 Intellectual property and copyrights

The intellectual property rights pertaining to the system and documentation of the products to be delivered by Rometron are vested in Rometron, its licensors or sub-contractors, as the case may be. The customer receives a user right for this.

Article 11 Termination

The agreement terminates, without any judicial intervention and without any notice of default being required, the moment the customer is declared bankrupt, applies for a provisional moratorium or loses the power of disposition over all or parts of its assets as a result of attachment.

Article 12 Applicable law

1. All agreements between Rometron and the customer shall be governed exclusively by the laws of the Netherlands.
2. The Vienna Sales Convention and other UNCITRAL rules are excluded.

Article 13 Disputes

All disputes, including disputes that only one of the parties considers as such, arising from an agreement to which any part of these GDCs apply, or arising from a further agreement that is a corollary of such an agreement, will be settled by the court of jurisdiction in the district of Amsterdam.