

Article 1: Applicability of these Conditions and Definitions

1.1. These conditions apply to every offer and every agreement between Vegger B.V. and the Counterparty, insofar as parties have not expressly deviated from one or more of these conditions in writing or by email.

1.2. In these conditions, the Counterparty also refers to the End User.

1.3. In these Conditions, 'Equipment' means a product delivered by Vegger to the Counterparty.

1.4. In these Conditions, 'Manual' means the instructions and guidelines given by Vegger and all related changes regarding the service and maintenance of the Equipment.

1.5. In these Conditions, 'Counterparty' means a party that acquires any Vegger products from Vegger.

1.6. In these conditions, 'Parts' means all parts and components that are manufactured or provided for the Equipment or incorporated in the Equipment, including all parts and components used for the replacement of defective Parts and/or service to the Equipment.

Article 2: Quotes, Prices, and Offers

2.1. Quotes made by Vegger are non-binding. A non-binding quote can be revoked by Vegger up to three working days after receiving the acceptance. Prices stated in a quote are exclusive of VAT and are in Euros.

2.2. Vegger reserves the right to periodically change its prices. Each new price listing invalidates the previous one for orders placed after the new price listing.

2.3. All offers by Vegger to enter into an agreement are revocable, even if a period for acceptance is stated.

Article 3: Delivery & Delivery Time

3.1. The delivery date stated in the order is approximate and cannot be considered as a final deadline by the Counterparty unless expressly agreed otherwise in writing or by email.

3.2. If transport is left to Vegger, it will be carried out in the best way Vegger deems fit. Additional costs due to special requirements of the Counterparty regarding transport will be charged to the Counterparty.

3.3. Return shipments to Vegger are not allowed unless Vegger has given permission. Costs of any return shipments are at the Counterparty's expense.

3.4. The sold goods will be delivered within three weeks after the order date if the ordered goods are sufficiently available at Vegger, unless otherwise agreed. An agreed delivery time is not a final deadline. In case of late delivery, the Counterparty must put Vegger in default in writing or by email and grant a reasonable period to fulfill the agreement.

Article 4: Partial Deliveries

4.1. Vegger is allowed to deliver the sold goods in parts. This does not apply if a partial delivery has no independent value. If the goods are delivered in parts, Vegger is entitled to invoice each part separately.

Article 5: Technical Requirements, etc.

5.1. If the goods to be delivered in the Netherlands have to meet technical, safety, quality, or other relevant requirements set by Dutch laws or regulations, those requirements known at the time of the conclusion of the agreement will be met by Vegger. Changes in these requirements after the conclusion of the agreement do not affect the validity of the agreement.

5.2. For goods to be used outside the Netherlands, the Counterparty must verify whether the goods comply with the technical, safety, quality, and other relevant requirements set by the laws and regulations of the country of destination. The use of the goods in a country other than the Netherlands is at the Counterparty's risk.

Article 6: Samples, Models, and Examples

6.1. If a sample, model, or example has been shown or provided by Vegger, it is presumed to have been provided only as an indication without the need to conform to the sample, model, or example, unless it is expressly agreed that the goods will conform.

Article 7: Termination of the Agreement

7.1. An agreement between Vegger and the Counterparty can be dissolved immediately if the Counterparty does not fulfill its obligations under the agreement, becomes bankrupt, files for bankruptcy, applies for a moratorium, if the Counterparty's assets are seized, if the Counterparty dies or is placed under guardianship, if the Counterparty is liquidated or dissolved, if the Counterparty's business is merged or taken over, or if the Counterparty's business changes ownership.

7.2. Vegger is entitled to claim the amount the Counterparty owes Vegger at the time of dissolution, including interest and costs.

Article 8: Warranty

8.1. Vegger guarantees that the delivered goods meet the usual requirements and standards that can be set and are free of any defects.

8.2. The warranty mentioned in Article 8.1 applies for a period of 24 months after delivery.

8.3. If the delivered goods do not conform to this warranty, Vegger will, within a reasonable time after receipt of the returned goods or, if

returning is not reasonably possible, written notification about the defect by the Counterparty, either replace or repair the goods at Vegger's discretion or corresponding parts, free of charge.

8.4. The warranty does not cover defects arising after delivery due to damage caused by intent or negligence, or arising from or connected with circumstances where Vegger is not responsible, including but not limited to defects due to wear and tear, misuse or improper use.

Article 9: Reservation of Ownership

9.1. All goods delivered by Vegger, possibly including designs, sketches, drawings, films, software, (electronic) files, etc., remain Vegger's property until the Counterparty has fulfilled all obligations under all agreements concluded with Vegger.

9.2. The Counterparty is not authorized to pledge or encumber in any other way the goods falling under the reservation of ownership.

9.3. If third parties seize the goods delivered under reservation of ownership or wish to establish or enforce rights on them, the Counterparty is obliged to inform Vegger as soon as may reasonably be expected.

9.4. The Counterparty undertakes to insure and keep insured the goods delivered under reservation of ownership against fire, explosion and water damage as well as against theft and to allow inspection of this insurance policy on demand.

Article 10: Defects; Complaint Terms

10.1. The Counterparty must examine the purchased goods at the time of delivery, or as soon as possible thereafter. In doing so, the Counterparty should verify that the delivered goods conform to the agreement, namely: - whether the correct goods have been

delivered; - whether the delivered goods conform to the agreed quality requirements or, if these are absent, the requirements that may be set for normal use and/or commercial purposes; - whether the delivered goods conform to the description in the offer.

10.2. Visible defects or shortcomings must be reported in writing to Vegger within three days after delivery. Non-visible defects must be reported in writing immediately, but no later than fourteen days after discovery thereof.

10.3. Even if the Counterparty complains in time, its obligation to pay and accept orders made remains.

Article 11: Price Increase

11.1. If Vegger agrees on a certain price with the Counterparty, Vegger is nevertheless entitled to increase the price if Vegger can demonstrate that significant price changes have occurred between the time of the offer and delivery regarding, for instance, exchange rates, wages, raw materials, semi-manufactured goods, and packaging material.

Article 12: Payment

12.1. Payment must be made within 14 days after the invoice date, in a manner to be specified by Vegger and in the currency in which the invoice is made. Objections to the amount of the invoices do not suspend the payment obligation.

12.2. If the Counterparty fails to fulfill its payment obligation within the 14-day period, it is legally in default. The Counterparty will then owe an interest of 1% per month unless the statutory interest is higher, in which case the statutory interest applies.

12.3. In the event of liquidation, bankruptcy, seizure, or suspension of payment of the Counterparty, Vegger's claims on the Counterparty are immediately due and payable.

Article 13: Collection Costs

13.1. If the Counterparty is in default or breach of contract in fulfilling one or more of its obligations, all reasonable costs incurred in obtaining satisfaction out of court will be borne by the Counterparty. In any case, the Counterparty owes collection costs in the event of a monetary claim. The collection costs are calculated according to the collection rate advised by the Netherlands Bar Association in collection cases, with a minimum of € 350.

Article 14: Liability

14.1. If the goods delivered by Vegger are defective, Vegger's liability towards the Counterparty is limited to what is regulated in these conditions under "Warranty".

14.2. If the manufacturer of a defective product is liable for consequential damage, Vegger's liability is limited to repair or replacement of the product, or refund of the purchase price.

14.3. Notwithstanding the above, Vegger is not liable if the damage is due to intent and/or gross negligence, or improper or inappropriate use by the Counterparty.

Article 15: Force Majeure

15.1. Parties are not obliged to fulfill any obligation if they are hindered due to a circumstance that is not due to negligence, and neither under the law, a legal act, or generally accepted views is for their account.

15.2. Force majeure in these general terms and conditions is, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, on which Vegger cannot exert influence, but which prevent Vegger from fulfilling its obligations. Strikes in the company of Vegger or third parties included. Vegger also has the right to invoke force majeure if the circumstance preventing (further) fulfillment occurs after Vegger should have fulfilled its commitment.

Article 16: Confidentiality

16.1. Both parties are obliged to maintain the confidentiality of all confidential information they have received within the framework of their agreement from each other or from another source. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

Article 17: Intellectual Property

17.1. Vegger reserves all intellectual property rights on all designs, illustrations, writings, tools, samples, models, and other items produced by Vegger.

17.2. The Counterparty must respect all intellectual and industrial property rights attached to the goods delivered by Vegger.

17.3. Vegger does not guarantee that the goods delivered to the Counterparty do not infringe any (unwritten) intellectual property rights of third parties.

Article 18: Disputes

18.1. The court in Vegger's place of business has exclusive jurisdiction to hear actions, unless the law prescribes otherwise. Nevertheless, Vegger has the right to submit the dispute to the competent court according to the law.

18.2. Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 19: Applicable Law

19.1. Every agreement between Vegger and the Counterparty is governed by Dutch law. The Vienna Sales Convention is expressly excluded.