

General Terms and Conditions of Delivery and Payment of ORIT B.V.

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The text below applies from 2026 and is issued by:

ORIT B.V., Burg. Janssenstraat 10, 7951 TG Staphorst, the Netherlands

Article 1: Applicability

a. These terms and conditions apply to all offers, orders, purchase and sale agreements and all other agreements and transactions concerning the provision of deliveries and/or services by ORIT B.V. to or with counterparties, insofar as these terms and conditions have been declared applicable.

verkoopovereenkomsten en alle andere overeenkomsten en transacties inzake het verrichten van leveringen en/of diensten door ORIT B.V. aan of met wederpartijen gedaan of aangegaan, voorzover deze voorwaarden van toepassing zijn verklaard.

b. Hereinafter, “seller” means ORIT B.V. in its capacity as offeror, seller, supplier, contractor, performer, repairer, etc., and “buyer” means the (prospective) buyer, (prospective) client or customer, being the counterparty of ORIT B.V. in the broadest sense of the word.

aanbieder, verkoper, leverancier, aannemer, uitvoerder, reparateur e.d., en met "koper" de (aspirant) koper, (aspirant) opdrachtgever, afnemer, aldus de wederpartij van ORIT B.V. in de ruimste zin van het woord.

c. Deviations from and/or additions to these terms and conditions shall only apply if agreed in writing between seller and buyer and solely to the agreement for which the deviating provisions were made. The buyer's purchasing and/or other terms and conditions are expressly rejected by the seller and shall apply only insofar as they are consistent with these General Terms and Conditions.

Article 2: Offers and agreements

a. All offers made by the seller, in whatever form, are non-binding unless expressly agreed otherwise. Offers are based on the information provided by the buyer when making the request, which the seller may assume to be correct.

b. Statements and specifications by the seller concerning dimensions, capacity, performance or results appearing in images, drawings, catalogues, price lists, advertising material, etc. are approximate and do not bind the seller.

c. Agreements shall only be binding on the seller if and insofar as, after receipt of the buyer's order or receipt of the buyer's acceptance of the offer, the seller has confirmed it in writing.

d. If the order is not awarded to the seller, the seller shall be entitled to charge the buyer all costs incurred in preparing and providing the offer.

Article 3: Prices

- a. Prices offered or agreed are exclusive of packaging, insurance and transport and exclusive of VAT.
- b. If execution of the order is delayed at the buyer's request or due to the absence of information or instructions or other circumstances attributable to the buyer, all seller's prices shall be increased by the additional costs incurred by the seller as a result, including loss of interest.
- c. Until delivery of the goods has taken place, the seller reserves the right to pass on price-increasing factors to the buyer, but only insofar as such increases exceed 0.5% of the stated price, subject to a minimum of € 50.
- d. Where goods have been offered for sale by the seller against payment in a currency other than Dutch currency, the seller reserves the right, until delivery of the goods has taken place, to pass on exchange-rate changes affecting the price to the buyer.

Article 4: Delivery and risk

- a. The delivery period commences on the day on which the seller confirms acceptance of the buyer's order in writing, or on the date stated in that confirmation. If interim changes are made or performance is delayed due to circumstances attributable to the buyer, the delivery period may be extended by the duration of the additional work caused by those changes or by the delay.
schriftelijk heeft bevestigd, dan wel op de in die bevestiging genoemde datum. Indien tussentijdse wijzigingen worden aangebracht of de uitvoering door aan koper toe te rekenen omstandigheden wordt vertraagd, kan de levertijd met de duur van de door deze wijzigingen ontstane extra werkzaamheden of van deze vertraging worden verlengd.
- b. The seller's factory or warehouse, or the place from which the goods are dispatched, shall be deemed the place and time of delivery. The goods are transported at the buyer's expense and risk. If the buyer has given no further instructions to the seller, the method of packaging and transport, insurance, etc. shall be determined by the seller with due care, without the seller accepting any liability in this respect.
- c. Upon receipt, the buyer must carefully inspect the delivered goods for any transport damage. If such damage is found, the buyer must not accept the goods. Once the goods have been accepted by the buyer, the seller cannot accept responsibility for transport damage.
eventuele transportschade. Bij constatering van een dergelijke schade dient de koper de goederen niet te accepteren. Na acceptatie door de koper kan de verkoper geen verantwoordelijkheid voor transportschade accepteren.
- d. Complaints concerning deliveries and invoices must be made in writing within 8 days after delivery or the invoice date respectively. Complaints not made within the aforementioned period will no longer be accepted.

respectievelijk na factuurdatum schriftelijk te geschieden. Reclames welke niet binnen de bovengenoemde termijn hebben plaatsgevonden, worden niet meer gehonoreerd.

e. Necessary packaging shall be charged at cost price and will not be taken back. The contractor shall determine whether packaging is necessary.

noodzakelijkheid van het gebruik van emballage staat ter beoordeling van opdrachtnemer.

Article 5: Payment

a. Unless expressly agreed otherwise in writing, all deliveries shall be made without discount and against cash payment.

b. All payments shall be made without deduction or set-off at the seller's office or into a bank or giro account designated by the seller.

verkoper of op een door deze aan te wijzen bank- of girorekening.

c. In the event of late or incomplete performance by the seller, the buyer's payment obligation shall not be suspended, provided that in the event of termination due to force majeure pursuant to Article 7(d), the seller shall refund the portion of the purchase price already paid by the buyer.

d. As long as the buyer has not paid the purchase price due, the seller shall be entitled to suspend performance of its obligations. Furthermore, from the due date the seller shall be entitled to charge the buyer interest of 2.5% above the promissory-note discount rate of De Nederlandsche Bank, without prejudice to any further rights of the seller, including the right to recover from the buyer, in addition to and beyond any legal costs, extrajudicial collection costs relating to the claim up to a maximum of 10% of the amount to be collected.

gerechtigd de nakoming van zijn verplichtingen op te schorten. Voorts is verkoper gerechtigd koper vanaf de vervaldag een rente in rekening te brengen van 2,5% boven het promessedisconto van De the Nederlandssche Bank, onverminderd de aan verkoper verder

toekomstige rechten, waaronder het recht om buiten en boven de eventuele gerechtelijke kosten de op de vordering vallende buitengerechtelijke incassokosten tot het maximum van 10% van het in te vorderen bedrag op koper te verhalen.

Article 6: Retention of title

a. Without prejudice to the provisions elsewhere in these terms and conditions concerning transfer of risk for the goods delivered to the buyer, title to the goods delivered shall remain with the seller until the buyer has fully paid all claims relating to the consideration for goods delivered or to be delivered by the seller to the buyer under an agreement, or work performed or to be performed under such an agreement, as well as all claims arising from failure to perform such agreements, including claims relating to penalties and interest costs. As long as title to the goods delivered remains with the seller, the buyer may not sell, rent out, pledge or otherwise encumber the goods, nor remove them from its business in any way.

Zolang de eigendom van het geleverde bij verkoper rust, zal koper het geleverde niet mogen vervreemden, verhuren, verpanden of anderszins bezwaren, noch op enigerlei wijze buiten zijn bedrijf brengen.

b. If the buyer fails to fulfil any obligation towards the seller, the seller shall be entitled, without any notice of default, to repossess the goods, regardless of whether they have been incorporated into a product or “processed” into new products. The buyer must immediately notify the seller in writing if third parties assert rights over goods subject to retention of title under this Article.

ingebrekestelling gerechtigd de zaken (onverschillig of deze in een product of tot nieuwe producten "verwerkt" zijn) terug te nemen. Koper is verplicht verkoper terstond schriftelijk op de hoogte te stellen van het feit dat derden rechten doen gelden op zaken waarop krachtens dit artikel eigendomsvoorbehoud rust.

Article 7: Force majeure

a. Force majeure means all circumstances not attributable to the seller which may reasonably be deemed to prevent performance or timely performance of the agreement, including the situation in which the seller does not receive, or does not receive on time, goods sold to it by its supplier.

b. In the event of force majeure, the seller shall notify the buyer without delay and shall be entitled, at its option, to suspend the agreement or terminate it in writing, without the buyer being entitled to claim any damages as a result.

gerechtigd te zijner keuze de overeenkomst op te schorten, dan wel schriftelijk te beëindigen, zonder dat koper daaraan enig recht op schadevergoeding kan ontlenen.

c. If the seller suspends the agreement due to temporary force majeure, the buyer shall not be entitled to request dissolution of the agreement or consider the agreement dissolved, nor subsequently refuse the seller's performance or payment to the seller.

d. If the seller terminates the agreement, the agreement shall be dissolved by operation of law without judicial intervention being required. Any instalments paid in advance shall then be refunded to the buyer by the seller.

zonder dat rechterlijke tussenkomst is vereist, van rechtswege zijn ontbonden. Eventueel vooruitbetaalde termijnen zullen dan door verkoper aan koper worden terugbetaald.

Article 8: Statutory regulations

a. The goods shall comply with the statutory regulations concerning operation, transport and safety applicable in the Netherlands on the date the agreement is concluded. veiligheid op de dag van totstandkoming van de overeenkomst geldende wettelijke voorschriften.

b. If amended statutory regulations enter into force between the date the agreement is concluded and delivery or commissioning, and it is known in advance that they will

apply to the delivery, the relevant goods shall, where possible, be adapted to those new regulations. Any associated costs shall be borne by the buyer. If the seller objects to application of the amended regulations, it shall be obliged to inform the buyer. respectievelijk inbedrijfstelling gewijzigde wettelijke voorschriften in werking treden, waarvan tevoren bekend is dat ze voor de levering van kracht zullen worden, dan zullen de desbetreffende zaken zo mogelijk aan deze nieuwe voorschriften worden aangepast. Eventuele hieraan verbonden kosten zijn voor rekening van koper. Indien verkoper bezwaren heeft tegen de toepassing van de gewijzigde voorschriften, zal hij verplicht zijn deze ter kennis van koper te brengen.

Article 9: Instructions

a. The seller shall inform the buyer and provide information concerning the construction, handling, etc. of machines and installations. For this purpose, the seller shall provide the Dutch buyer with instruction manuals and similar documents in Dutch, or the original instruction manual supplemented by a practical summary in Dutch.

b. Operating instructions shall, as far as possible, be affixed to the machine or installations and, if the goods are intended for use in the Netherlands, shall be written in Dutch.

aangebracht en, indien de zaken bestemd zijn om in the Netherlands te worden gebruikt, in de the Nederlandsse taal worden gesteld.

Article 10: Warranty

a. Subject to the following provisions, the seller warrants the soundness and quality of the new goods supplied by it for seven years after delivery, in the sense that it shall, at its option, repair or replace free of charge any parts or materials in which a defect arises during that period due to defective construction, insofar as those goods are located in the Netherlands. A distinction is made between wear parts and non-wear parts; it should be evident that no warranty is provided for wear parts. Batteries and other electrical or electronic components that may be subject to short circuit are also expressly excluded. If the seller itself purchased the goods from a manufacturer or third party, only the warranty terms and conditions of that manufacturer or third party shall apply. Upon signing each order confirmation, the buyer is informed that ORIT B.V.'s payment and delivery terms are published on www.orit.nl, after which it is the buyer's responsibility to acquaint itself with these provisions.

Bij het ondertekenen van iedere orderbevestiging wordt de koper erop geattendeerd dat de betalings- en leveringsvoorwaarden van ORIT B.V. gepubliceerd zijn op www.orit.nl en hierna ligt de verantwoordelijkheid bij de koper dat hij zich op de hoogte heeft gesteld van deze bepalingen.

b. On pain of forfeiting the seller's warranty obligation, the buyer must notify the seller of any defect immediately after discovery by registered letter. The buyer must retain a defective part and, if requested by the seller, return the part to the seller carriage paid.

Goods or parts thereof replaced pursuant to a repair order shall thereby become the property of the seller.

geconstateerd gebrek terstond na de ontdekking bij aangetekend schrijven ter kennis van verkoper te brengen. Koper is verplicht een gebrekkig onderdeel te bewaren en voorzover verkoper zulks verlangt, het betrokken onderdeel vrachtvrij aan verkoper terug te zenden. Zaken of onderdelen daarvan, die ingevolge een reparatieopdracht worden vervangen, worden daardoor het eigendom van verkoper.

c. The seller's warranty obligation shall lapse if the buyer, its staff or equivalent third parties have not handled the goods in accordance with the instructions and regulations referred to in Article 9, or have otherwise handled them improperly or carelessly, if the buyer has used the goods for purposes other than the normal business use for which they are intended, or if the buyer has had repairs or alterations carried out by parties other than the seller without the seller's written consent.

d. The seller's warranty obligation shall lapse if the buyer fails to meet its payment obligations. The buyer shall not be entitled to refuse payment on the grounds that the seller has not yet or not fully complied with its warranty obligation.
betalingsverplichtingen voldoet. Koper heeft niet het recht betaling te weigeren op grond dat verkoper zijn garantieverplichting nog niet of niet volledig is nagekomen.

e. If the seller fails to comply with its warranty obligation, its liability shall be limited to the costs of repair or replacement by third parties, but only after the buyer has given the seller written notice of default and allowed it a reasonable period within which the seller may still fulfil its warranty obligation.

Article 11: Liability

a. Damage suffered by the buyer consisting of personal injury or impairment of health, whether or not resulting in death, or the complete or partial destruction, damage, loss or disappearance of property other than goods supplied by the seller, as well as all damage directly resulting therefrom, shall be eligible for compensation up to a maximum amount of € 5,000 (in words: five thousand euros), provided the buyer demonstrates that such damage is attributable to the seller.

b. All damage other than that referred to under a, expressly including damage suffered by the buyer due to defects in the goods supplied and/or due to non-delivery, late delivery, defective or incorrect delivery of goods or services, auxiliary items, subordinates and/or assistants – whether or not attributable to their intent or gross negligence – as well as all damage directly or indirectly resulting therefrom, shall not be eligible for compensation, except as provided in Article 10.

c. The damage referred to under a shall furthermore only be eligible for compensation if it arose within six (6) weeks after completion of performance of the (partial) agreement with which the damage is most closely connected and was reported to the seller in writing within twelve (12) calendar days after discovery.

d. Any legal claims relating to damage eligible for compensation must be brought within twelve (12) days after discovery of the damage.

e. If the seller is held liable for compensation for damage suffered by a third party, including the buyer's staff, in connection with goods or services supplied or performed by the seller, the buyer is expressly obliged to indemnify the seller against such claims.

f. Furthermore, the seller shall only be liable for damage suffered by the buyer that is the direct and exclusive consequence of a breach attributable to the seller, provided that only damage for which the contractor is insured, or should reasonably have been insured having regard to customary practice in the industry, shall be eligible for compensation. The following limitations must be observed: • Business losses (business interruption, demurrage and other expenses, loss of income and the like), regardless of cause, shall not be eligible for compensation. The buyer should, if desired, insure itself against such loss. • The seller shall not be liable for any damage whatsoever caused, by or during execution of the work or installation of the goods supplied, to items being worked on or items located near the place where the work is carried out, unless and insofar as the seller is insured against such damage. • The seller shall not be liable for damage caused by intent or gross negligence of assistants. • The damages payable by the seller shall be reduced if the price payable by the buyer is small in relation to the extent of the damage suffered by the buyer. • The buyer shall be liable for all damage resulting from loss, theft, fire or damage to the seller's goods, tools and materials once they are at the work site, insofar as this is not due to a breach attributable to the seller. rechtstreeks en uitsluitend gevolg is van een aan de verkoper toe te rekenen tekortkoming, met dien verstande dat voor vergoeding alleen in aanmerking komt die schade waartegen opdrachtnemer verzekerd is, dan wel redelijkerwijs, gezien de in de branche geldende gebruiken, verzekerd had behoren te zijn. Daarbij moeten de volgende beperkingen in acht worden genomen:

- Niet voor vergoeding in aanmerking komt bedrijfsschade (bedrijfsstoring, liggelden en andere onkosten, derving van inkomsten en dergelijke) door welke oorzaak ook ontstaan. De koper dient zich desgewenst tegen deze schade te verzekeren.
- De verkoper is niet aansprakelijk voor schade, welke dan ook, die door of tijdens de uitvoering van het werk of de montage van de geleverde goederen wordt toegebracht aan zaken waaraan wordt gewerkt of aan zaken welke zich bevinden in de nabijheid van de plaats waar gewerkt wordt, tenzij en voor zover de verkoper daarvoor verzekerd is.
- Voor schade veroorzaakt door opzet of grove schuld van hulppersonen is de verkoper niet aansprakelijk.
- De door de verkoper te vergoeden schade zal gematigd worden indien de door de koper te betalen prijs gering is in verhouding tot de omvang van de door de koper geleden schade.
- De koper is aansprakelijk voor alle schade tengevolge van verlies, diefstal, brand of beschadiging van de zaken, gereedschappen en materialen van de

verkoper, zodra deze zich op het werk bevinden, een en ander voor zover niet te wijten aan een de verkoper toe te rekenen tekortkoming.

g. The provisions of the preceding paragraphs shall also apply for the benefit of the legal or natural persons belonging to the group of companies of which the seller forms part and whom the seller engages as assistants in performing the agreement. The buyer shall not be entitled, as against the seller and such an assistant belonging to the same group taken together, to more compensation than the maximum amount it could claim from either one of them.

Koper heeft verder tegenover verkoper en die hulppersoon, die tot het concern behoort waarvan ook verkoper deel uitmaakt, tezamen geen recht op meer schadevergoeding dan hij van een van hen maximaal zou kunnen vorderen.

Article 12: Drawings, software, etc.

a. All drawings, images, catalogues, software and other information supplied by the seller, with the exception of the instructions and similar information referred to in Article 9, shall remain the seller's property and must be returned to the seller immediately upon request.

b. The buyer undertakes not to copy or have such information copied, nor to make it available or accessible to third parties, unless the seller's express prior written consent has been obtained.

c. The same obligations shall apply to the seller where such materials have been provided by the buyer.

d. Information and advice provided by the seller are general in nature and non-binding.

e. The buyer itself is responsible for the functional suitability of materials prescribed by the seller. Functional suitability means the suitability of the material or component for the purpose for which it is intended according to the client's design.

f. The seller assumes responsibility for designs created by the seller itself. In this respect, reference is made to the warranty provisions.
op zich. Ten aanzien hiervan wordt verwezen naar de garantiebepalingen.

g. The seller shall never accept any responsibility for non-ORIT parts and/or materials fitted by the buyer itself.
en/of materialen die door de koper zelf zijn aangebracht.

Article 13: Industrial property rights

a. The seller warrants that the goods supplied by it as such do not infringe any (Dutch) patent rights, design rights, trademark rights, copyrights or other industrial or intellectual property rights of third parties. If third parties nevertheless assert such claims, the buyer must – on pain of forfeiting the performance described below – immediately and fully inform the seller so that the seller can properly defend itself. If it is

subsequently established that any goods supplied by the seller infringe third-party rights as referred to above, the seller shall, at its option and after consultation with the buyer, replace the goods concerned with goods that do not infringe that right, acquire a licence in respect thereof, or take back the goods concerned against repayment of the price paid for them, less normal depreciation, without being obliged to pay any further compensation.

b. If, in connection with sale and/or installation on the basis of drawings, models or other instructions – in the broadest sense – provided by the buyer, a trademark, patent or similar right of a third party is infringed, the buyer shall be liable for the resulting damage. The seller shall be entitled to suspend sale and/or installation as soon as a third party indicates that a right belonging to it is being infringed. The seller must immediately inform the buyer thereof. The buyer shall be liable for the damage suffered by the seller as a result and shall indemnify the seller against third-party claims in this respect.

Article 14: Termination by the seller

a. If the buyer fails to comply, properly or on time, with any obligation arising for it from this or any other agreement concluded with it, the buyer shall be deemed to be in default by operation of law. In that case, the seller shall, at its option, be entitled, without notice of default or judicial intervention, to terminate the agreement in writing or suspend its obligations under the agreement with the buyer, without the seller being obliged to pay damages, provide warranty performance or otherwise.

b. If the buyer is declared bankrupt, is granted a suspension of payments, or otherwise becomes unable to fulfil its financial and/or other obligations, it shall be deemed to be in default by operation of law and the seller shall be entitled to terminate the agreement immediately in writing without notice of default or judicial intervention.

c. In a case as referred to in the preceding paragraphs, the seller shall always be entitled to demand immediate payment in full of everything owed by the buyer under the agreement; the buyer shall also be obliged to compensate the seller for the damage suffered, including loss of profit, interest and costs.

d. The provisions of the preceding paragraphs shall be without prejudice to the seller's other rights relating to an attributable breach by the buyer as provided elsewhere in these terms and conditions.

Article 15: General

If it has been agreed that delivery and invoicing will take place in parts, each part shall, insofar as no provision indicates otherwise, be regarded as a separate agreement, particularly with regard to the provisions concerning payment and warranty.

Article 16: Applicable law and competent court

a. All agreements concluded with the seller shall be governed by Dutch law.

b. Disputes arising between the seller and buyer concerning or resulting from an agreement concluded between them shall be adjudicated by the ordinary court having jurisdiction at the seller's place of business. This shall not prevent the parties from mutually agreeing to submit the dispute to an arbitral tribunal, which in that case shall be appointed in accordance with the rules laid down in the Articles of Association of the Raad van Arbitrage voor Metaalnijverheid en Handel in The Hague and shall render its decision in accordance with the Articles of Association of that Council.

Date: 29-07-2026

Location: Staphorst