

Fedecom Terms and Conditions 2025

General terms and conditions issued by Fedecom (trade organisation for mechanisation technology), filed at the registry of the Central Netherlands District Court on 1 March 2025.

Article 1: Applicability

- 1.1. Fedecom members who make use of these Terms and Conditions are referred to as the Contractor. The other party is referred to as the Client.
- 1.2. These Terms and Conditions apply to all offers made by a Fedecom member, to all agreements that it enters into and to all agreements arising from this, all of which insofar as the Fedecom member is the Contractor.
- 1.3. In the event of conflicts between a provision of the concluded agreement and these terms and conditions, the provision of the agreement will prevail.
- 1.4. Only Fedecom members may use these terms conditions.

Article 2: Offers

- 2.1. All offers of the Contractor are non-binding and revocable, including those that include a deadline for acceptance. The Contractor is entitled to revoke its offer up to two working days after the day it has received the acceptance.
- 2.2. The prices that the Contractor states in the offer are denominated in euros, excluding VAT and other government levies or taxes. The prices do not include travel, accommodation, packaging, storage and transport costs, costs for loading, stowage, unloading and cooperating with customs formalities.
- 2.3. Unless specified otherwise, the offer does not include:
 - a. groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or any other construction work;
 - b. making connections to gas, water, electricity, internet or other infrastructural facilities;
 - c. measures to prevent or limit damage to, of theft or loss of goods present at or near the workplace;
 - d. removing materials, soil, building materials or waste;
 - e. vertical and horizontal transport.

Article 3: Confidentiality

- 3.1. All information provided by or on behalf of Contractor to the Client (such as offers, designs, images, drawings and know-how) of whatever nature and in whatever form is confidential. The Contractor will only use this information for the performance of the agreement. The Contractor shall not disclose or reproduce the information.
- 3.2. If the Client infringes one of the obligations referred to in paragraph 1, it will owe an immediately payable penalty of € 25,000. The Contractor can claim this penalty in addition to compensation under the law.
- 3.3. The Client must return the information in paragraph 1 on first request, within a period specified by the Contractor, at the Contractor's discretion, or destroy the information in a manner to be determined by the Contractor, without being permitted to keep a copy in any form. If this provision is infringed, the Client will owe the Contractor an immediately

payable penalty of €1,000 per day. The Contractor can claim this penalty in addition to compensation under the law.

Article 4: Advice and information provided

- 4.1. The Client cannot derive any rights from advice and information provided by the Contractor that does not relate to the contract.
- 4.2. If the Client provides the Contractor with information, the Contractor may assume that it is accurate and complete when preparing an offer and when performing the agreement.
- 4.3. The Client determines and is responsible for the scope and effectiveness of the repair(s) and/or work to be carried out. The Client decides on the technical specifications and other specifications on which the repair(s) and/or other work will eventually be carried out.
- 4.4. The Contractor is under no obligation to warn of, or independently investigate, any inaccuracies in the order, defects and unsuitability of items originating from the Client and errors or defects in plans, drawings, calculations, specifications or implementation instructions provided by the Client.
- 4.5. The Client indemnifies the Contractor against any third-party claims related to information or the use of information provided by or on behalf of the Client. This includes advice, instructions, drawings, calculations, designs, materials, brands, samples and models. The Client shall compensate all damages suffered by the Contractor. This includes the full costs of defending against claims.

Article 5: Delivery period

- 5.1. All delivery times – including in these terms and conditions a delivery date, week, month, period or implementation period – are indicative. If the delivery time is exceeded, the Client must at all times give the Contractor notice of default.
- 5.2. The delivery time only applies when an agreement has been reached in good time between the Client and the Contractor on commercial and technical details, all the information, including final and approved drawings and the like, is in the possession of the Contractor, all items to be made available by the Client have been received by the Contractor, the agreed payment (or instalment) has been received in good time, and the other conditions for the implementation of the contract have been met. If the delivery time no longer applies, the Contractor may determine a new delivery time taking into account its schedule.
- 5.3. The delivery time no longer applies if there are circumstances other than those known to the Contractor when it quoted the delivery time and those circumstances are at the expense and risk of the Client, including modification of the order, more or less work or suspension by the Contractor. If the delivery time no longer applies, the Contractor may determine a new delivery time taking into account its schedule.
- 5.4. The Client must compensate the Contractor for all costs and damages incurred or suffered by the Contractor as a result of a change in the delivery time as specified in paragraphs 2 and 3, without the need for a notice of default.
- 5.5. Exceeding the agreed delivery period does not give the Client the right to compensation or full or partial termination of the agreement. The Client indemnifies the Contractor against third-party claims due to exceeding the delivery time.

Article 6: Delivery and risk transfer

- 6.1. Delivery takes place when the Contractor, at its business location, makes the good available to the Client and has informed the Client. From that point onwards, the good is at the Client's risk.
- 6.2. If, after the conclusion of the agreement, the Contractor nevertheless provides all or part of the transport at the request of the Client or assists the Client in this (such as storage, loading, stowage or unloading), this shall be at the expense and risk of the Client. The Client can insure itself against these risks.
- 6.3. If, after delivery, transport is carried out by or on behalf of the Client and the Contractor must have access to transport documents or other documents in the Client's possession, the Client must make those documents available to the Contractor on first request and free of charge.
- 6.4. If a good is exchanged and the Client retains the good to be exchanged pending delivery of the new good, the risk of the good to be exchanged remains with the Client and all costs will be borne by the client until the time that it hands over the good to the Contractor. The costs mentioned in the previous sentence also include the costs of maintenance and any damage, whatever the cause. If the Client cannot deliver the good to be exchanged in the condition it was in when the agreement was concluded, the Contractor may terminate the agreement in whole or in part.

Article 7: Price changes

The Contractor may pass on to the Client an increase in cost-determining factors that occurs after entering into the agreement. The Client must pay the price increase immediately on the Contractor's request.

Article 8: Force majeure

- 8.1. If the Contractor cannot fulfil its obligations due to a circumstance beyond its actual control, this cannot be imputed to it and will be considered a case of force majeure. The Contractor will not be liable for the loss the Client suffers as a result. Subject to the provisions of the fourth paragraph of this article, the Client is also not authorised to rescind the agreement in whole or in part in that case.
- 8.2. The circumstances referred to in the first paragraph of this article shall in any case include war or civil war or threat of war, terrorism, riots, outbreaks of infectious diseases and the resulting governmental measures or advice, natural disasters, extreme weather conditions, import or trade restrictions, explosion, fire, water damage, sabotage, cybercrime, disruption of digital infrastructure, disruptions in the supply of energy, loss or theft (or partial loss or theft) of tools, materials or information, defects in machinery, road blocks, blockades of railways, waterways or airports, strikes or work stoppages, staff shortages and the circumstance that third parties engaged by the Contractor such as suppliers, subcontractors and carriers, or other parties on which the Contractor depends, fail to fulfil their obligations or fail to fulfil them on time.
- 8.3. The Contractor is entitled to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations to the Client due to force majeure. Once the force majeure situation has ended, the Contractor will fulfil its obligations as soon as its planning permits.
- 8.4. If it concerns force majeure and fulfilment is or becomes permanently impossible, or the temporary force majeure circumstances have lasted for more than six months, the Contractor is entitled to terminate the agreement with immediate effect either entirely or in part. In those cases, the Client is entitled to terminate the agreement with immediate effect, but only for that part of the obligations that the Contractor has not yet fulfilled.

- 8.5. The parties are not entitled to compensation for the damage/loss suffered or to be suffered as a result of the force majeure, suspension or termination as referred to in this article.

Article 9: Contract extras

Additional work will be calculated on the basis of the Contractor's prices that apply at the time the additional work is carried out. The Client must pay the price for the additional work immediately on the Contractor's request.

Article 10: Implementation of the work

- 10.1. The Client will ensure that the Contractor can carry out its work safely, undisturbed, uninterrupted and at the agreed time. In any event, the Client will, at its own expense and risk, ensure that:
- a. all licences, exemptions and other decisions that are necessary to carry out the work are obtained in good time. The Client is obliged to submit to the Contractor a copy of the aforementioned documents immediately on the Contractor's request;
 - b. it will inform the Contractor in writing and in good time of all safety regulations and other regulations applicable at the site;
 - c. the Contractor will be provided with the auxiliary persons, tools and facilities necessary in the performance of its work (such as gas, water, electricity, internet, access roads suitable for any transport necessary, lifting and hoisting cranes, sanitary facilities and a lockable dry storage area);
 - d. all work necessary for the performance of the work and that are not part of the contract has been carried out in time.
- 10.2. The Client bears the risk and is liable for damage to and theft or loss of all goods located at or near the place where the work is carried out or at any other agreed place, such as the good delivered or to be delivered, tools, materials intended for the work or equipment used in the performance of the work. This does not apply if the Client proves that the damage, theft or loss was caused by the Contractor itself.
- 10.3. Notwithstanding the provisions in paragraph 2 of this article, the Client must take out adequate insurance against the risks referred to in that paragraph. In the event of damage, the Client is obliged to report this immediately to its insurer for further processing and settlement.
- 10.4. If circumstances arise that make it necessary to carry out the work at a time outside the Contractor's normal working hours, the Contractor will be entitled to charge the Client for any additional costs arising therefrom.
- 10.5. Where there is an order for inspection and/or repair and this work is to be carried out at a location of the Client, the Contractor will not be required to announce its arrival, that of its employees or the third parties engaged by it for the work and to inform the Client of the exact time of arrival.
- 10.6. The Client shall ensure that the object to be inspected and/or repaired is made available to the Contractor in a cleaned condition so that the work arising from the agreement can be carried out.

Article 11: Delivery of the work

- 11.1. The work is deemed to be delivered if:
- a. the Client has approved the work;

- b. the work has been put into operation. If part of the work is put into operation, then that part is considered to have been delivered;
- c. the Contractor has notified the Client in writing that the work has been completed, and the Client fails to inform the Contractor in writing that the work has not been approved within 14 days of the day of the notification;
- d. the Client does not approve the work on the grounds of minor defects or missing parts that can be repaired or delivered within 30 days and that do not hinder the commissioning of the work.

11.2. The Contractor is not required to provide the Client with a file pursuant to Section 7:757a of the Dutch Civil Code regarding the construction work that has been completed and is to be delivered (a 'handover or deliver file').

11.3. If the Client does not approve the work, it is obliged to inform the Contractor of this in writing, stating the reasons. The Client must give the Contractor the opportunity to deliver the work at a later date.

Article 12: Liability

12.1. If the Contractor is liable for any reason whatsoever, such liability shall at all times be limited as provided in the following paragraphs.

12.2. If the Contractor has any insurance taken out by it or on its behalf that offers coverage, the Contractor's obligation to pay damages shall be limited to the amount paid out under such insurance in the relevant case.

12.3. If the Contractor has no insurance as referred to in the previous paragraph or no amount is paid out under such insurance for whatever reason, the obligation to compensate damages shall be limited to a maximum of 15% of the contract sum (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the contract price of the part or partial delivery in connection with which the Contractor's liability has arisen. If it concerns a continuing performance contract, the obligation to compensate damage/loss is limited to a maximum of 15% (excluding VAT) of the contract sum for the last 12 months prior to the damage/loss-causing event.

12.4. The following do not qualify for compensation:

- a. consequential loss. Consequential loss includes, among other things, stagnation damage, loss of production, loss of profit, missed savings and subsidies, tax disadvantages, costs incurred in vain, internal costs of the Client, reduced goodwill and reputation damage, fines, damages resulting from liability of the Client towards third parties, damages in connection with damage, destruction or loss of data or documents, transport costs and travel and accommodation costs, storage costs, costs for replacement equipment and labour and costs in connection with recall actions;
- b. damage to goods in or under its care, custody or control. This damage includes damage caused by or during the performance of the work to goods that are being worked on or to goods that are located in the vicinity of the place where the work is being carried out;
- c. damage to or caused by or with equipment provided to the Contractor;
- d. damage as a result of intent or wilful recklessness by the Contractor's auxiliary staff or non-managerial subordinates.
- e. damage to material supplied by or on behalf of the Client, among other things as a result of improper processing, assembly, mounting or installation.

The Client can take out insurance for these losses if possible.

- 12.5. The Client indemnifies the Contractor against all third-party claims as a result of a defect in a product that has been delivered by the Client to a third party and of which the products or materials supplied by the Contractor are a part. The Client must reimburse all the damage/loss suffered by the Contractor in this respect, including the full costs of the defence.
- 12.6. Any claim for damages by the Client shall lapse by the mere expiry of twenty-four months from the moment the damages arise, unless the Client has brought that claim before the competent court before the expiry of that period.

Article 13: Guarantee and other claims

- 13.1. Unless otherwise agreed in writing, the Contractor guarantees the proper execution of the agreed performance for a period of six months after delivery or completion, as detailed in the following paragraphs.
- 13.2. If the parties have agreed to deviating guarantee conditions, the provisions of this article will apply, unless and insofar as this is in conflict with those deviating guarantee conditions.
- 13.3. The Client must lend every assistance free of charge to the Contractor's investigation by or on behalf of the Contractor of a complaint by the Client about the performance delivered, failing which all rights of the Client in connection with that complaint shall lapse.
- 13.4. If the Contractor has properly rejected a complaint regarding the performance delivered, the Client must reimburse all costs reasonably incurred in connection with investigating the complaint.
- 13.5. If the agreed performance has not been carried out properly, the Contractor will decide whether it will still perform the work properly, replace all or part of the delivered good or credit the Client for a reasonable part of the contract amount.
- 13.6. If the Contractor chooses to still carry out the work properly or replace the delivered good in whole or in part, the Client shall in all cases give the Contractor the opportunity to do so. The Contractor itself will determine the way in which this is done and when. If the agreed performance (also) included the processing of material provided by the Client, the Client must supply new material at its own expense and risk.
- 13.7. The Client is responsible for sending goods to be repaired or replaced by the Contractor. Transport, shipment and disassembly and assembly shall be at the expense and risk of the Client. In addition, travel, accommodation and travel hours will be borne by the Client. The Contractor is authorised to require security or advance payment of these costs.
- 13.8. The Contractor is only required to implement the guarantee if the Client has fulfilled all its obligations.
- 13.9. a. The guarantee does not cover defects that are the result of:
- normal wear and tear;
 - improper use;
 - lack of maintenance, or incorrectly performed maintenance;
 - installation, assembly/disassembly, change or repair by the Client or by third parties;
 - faulty or unsuitable goods, materials or tools originating from, or prescribed by, the client.
- b. No guarantee is given for:
- goods delivered that were not new at the time of delivery;
 - inspecting, repairing and overhauling goods;

- goods that are subject to a manufacturer's guarantee;
- goods for which a warranty has been granted to the Client by third parties.

13.10. The provisions of paragraphs 3 to 8 of this article apply by analogy to any of the Client's claims based on breach of contract, non-conformity or any other basis whatsoever.

Article 14: Obligation to complain

- 14.1. In any event, the Client no longer has the right to invoke a defective performance if it has not complained to the Contractor in writing within fourteen days after it discovered or should reasonably have discovered the defect.
- 14.2. The Client must have submitted complaints about the invoice to the Contractor in writing within the payment term, subject to forfeiture of all rights. If the payment term is longer than thirty days, the Client must have submitted its complaint in writing within thirty days of the invoice date at the latest.

Article 15: Failure to take possession of goods

- 15.1. The Contractor is required to take actual possession of the goods that are the subject of the agreement at the agreed location at the end of the delivery period.
- 15.2. The Client must cooperate fully and free of charge to enable the Contractor to deliver the goods.
- 15.3. Goods not taken into possession are stored at the Client's expense and risk.
- 15.4. If the provisions of paragraph 1 or 2 of this article are infringed, the Client will owe the Contractor a penalty for each infringement of € 250 per day up to a maximum of € 25,000, after the Contractor has given notice of default. This penalty can be claimed in addition to compensation by virtue of the law.

Article 16: Payment

- 16.1. Payment is made at the place of business of the Contractor or into a bank account designated by the Contractor.
- 16.2. Unless otherwise agreed, payment should be made as follows:
- a. for counter sales in cash, or directly through an electronic means of payment to be determined by the seller;
 - b. payment in instalments:
 - 50% of the total price upon issuing of the contract;
 - 50% of the total price upon delivery/completion;
 - c. in all other cases, within thirty days of the invoice date.
- 16.3. If the Client fails to fulfil its payment obligation, it is obliged to comply with a request from the Contractor for a tender of payment instead of the agreed price.
- 16.4. The Client's right to offset its claims against the Contractor or to suspend the fulfilment of its obligations is excluded. unless the Contractor has been granted a suspension of payments or is bankrupt or the statutory debt adjustment scheme applies to the Contractor.
- 16.5. Irrespective of whether the Contractor has fully executed the agreed performance, everything that the Client owes or will owe under the agreement is immediately due and payable if:
- a. a payment term has been exceeded;

- b. the Client does not fulfil its obligations under article 15;
- c. the Client has not provided security upon first request pursuant to Article 17 of these terms and conditions;
- d. the Client has filed for bankruptcy or suspension of payments;
- e. the Client's goods or claims are attached;
- f. the Client (a company) is dissolved or wound up;
- g. the Client (a natural person) files an application to be admitted to the statutory debt adjustment scheme, is placed under a guardianship order or has died.

16.6. In the event of late payment, the Client shall owe interest on the amount payable to the Contractor from the day following the day agreed as the final day for payment up to and including the day on which the Client has made payment. If the parties have not agreed on the final day of payment, the interest is due from 30 days after the sum has become due and payable. The interest is 12% per year but will be equal to the statutory interest if this is higher. For the interest calculation, a part of the month is considered to be a full month. At the end of each year, the amount on which the interest is calculated will be increased by the interest due for that year.

16.7. The Contractor is entitled to offset its debts to the Client against claims that companies affiliated to the Contractor have against the Client. In addition, the Contractor is entitled to offset its claims to the Client against debts that companies affiliated to the Contractor have against the Client. Furthermore, the Contractor is entitled to offset its debts to the Client against claims against companies affiliated with the Client. 'Affiliated companies' are all companies belonging to the same group, pursuant to Section 2:24b of the Dutch Civil Code, and a participation within the meaning of Section 2:24c of the Dutch Civil Code.

16.8. In case of late payment, the Client owes the Contractor all extrajudicial costs with a minimum of €75.

These costs are calculated on the principal sum on the basis of the following table:

- on the first €3,000	15%
- on the excess up to €6,000	10%
- on the excess up to €15,000	8%
- on the excess up to €60,000	5%
- on the excess from €60,000 or more	3%

The extrajudicial costs actually incurred are due if they are higher than the calculation given above.

16.9. If judgment is rendered in favour of the Contractor in legal proceedings, either entirely or for the most part, the Client will bear all costs incurred in connection with these proceedings.

Article 17: Securities

17.1. The Client is obliged to provide sufficient security for all payments owed by the Client to the Contractor under the agreement at the Contractor's first request and at its discretion. If the Client does not comply with this provision within the set time limit, it shall immediately be in default. In that case, the Contractor has the right to terminate the agreement and to recover its loss from the Client.

17.2. The Contractor remains the owner of delivered items as long as the Client has not fulfilled its obligations under any agreement with the Contractor, including claims such as damages, penalties, interest and costs.

- 17.3. If the Client has fulfilled its obligations after the Contractor has delivered the goods to it in accordance with the agreement, the retention of title with respect to these goods is revived if the Client does not fulfil its obligations under an agreement entered into subsequently.
- 17.4. As long as the delivered goods are subject to retention of title, the Client cannot encumber or dispose of these goods other than in the course of its normal business operations. This provision has effect under property law.
- 17.5. After the Contractor has invoked its retention of title, it may recover the delivered goods. The Client will cooperate fully with this. The cost of recovery, as well as any defects or damage to the delivered goods, shall be borne by the Client.
- 17.6. If the provisions of paragraph 5 of this article are infringed, the Client will owe the Contractor a penalty for each infringement of €250 per day up to a maximum of €25,000, after the Contractor has given notice of default. This penalty can be claimed in addition to compensation by virtue of the law.
- 17.7. The Contractor has a right of pledge and a right of retention on all goods that it has or may receive from the Client on any grounds whatsoever and for all claims that it has or might have against the Client.

Article 18: Intellectual Property Rights

- 18.1. The Contractor is considered to be the maker, designer or inventor of the works, models, symbols or inventions created in the context of the agreement. The Contractor has the exclusive right to apply for a patent, trademark or model.
- 18.2. The Contractor will not transfer any intellectual property rights to the Client in the performance of the agreement.
- 18.3. If the performance to be delivered by the Contractor (also) includes providing computer software, the source code will not be handed over to the Client. The Client will only acquire a non-exclusive, worldwide and perpetual licence for use for the computer software solely for the purpose of the normal use and proper functioning of the good.
- 18.4. The Client is not permitted to transfer the licence or to issue a sub-licence. This provision has effect under property law. Only upon resale of the item in connection with which the Contractor delivered the computer software shall the license pass to the transferee of the item, subject to the same conditions and limitations set forth in this article, provided that the purchaser of the item has accepted these conditions in writing.
- 18.5. The Contractor is not liable for damage/loss that the Client suffers as a result of an infringement of third-party intellectual property rights.
- 18.6. The Client indemnifies the Contractor against any third-party claims related to an infringement of intellectual property rights.

Article 19: Transfer of rights or obligations

The Client may not transfer or pledge any rights or obligations pursuant to any article in these General Terms and Conditions or the underlying agreement(s), unless it has the prior written consent of the Contractor. This provision has effect under property law.

Article 20: Termination or cancellation of the agreement

- 20.1. The Client is not entitled to cancel or terminate the agreement in whole or in part.

20.2. The Contractor can agree to a request for termination of the agreement. In such a case, the Client shall owe a fee of at least 20% of the agreed or budgeted price. The Contractor has the right to demand a higher fee or impose further conditions on its consent.

Article 21: Applicable law and competent court

21.1. Dutch law applies. The Vienna Sales Convention (CISG) or any other international regulation whose exclusion is permitted shall not apply.

21.2. The Dutch civil court with jurisdiction in the Contractor's place of business shall exclusively take cognisance of disputes arising out of or related to the contract.

