

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

De Bresser Constructie en Mechanisatie (BCM)
Achterste Heistraat 3
5091 JB Oostelbeers
The Netherlands

Chamber of Commerce no.: 55354599
Establishment no.: 000019244887

Version 2.1 September 2026

Article 1 – Definitions

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

- 1. BCM:** De Bresser Constructie en Mechanisatie, established in Oostelbeers, the Netherlands.
- 2. Customer:** any natural person or legal entity that enters into an Agreement with BCM or to whom BCM makes an offer or quotation.
- 3. Business Customer:** any Customer acting in the course of a profession or business.
- 4. Consumer:** any natural person acting for purposes outside his or her trade, business, craft or profession.
- 5. Product:** any item offered, manufactured, modified, sold or supplied by BCM, including machines, implements, attachments, constructions, components, spare parts and accessories.
- 6. Services:** all work performed by or on behalf of BCM, including assembly, installation, modification, adjustment, repair, maintenance, instruction and commissioning.
- 7. Agreement:** any agreement between BCM and the Customer concerning the sale or supply of Products and/or the performance of Services.
- 8. In Writing:** communication on paper or by electronic means, including email, provided that the identity of the sender and the content of the communication can be sufficiently established.

Article 2 – Applicability

1. These General Terms and Conditions apply to all offers, quotations, orders, sales, deliveries, Services and Agreements of BCM.

2. Any deviations from these General Terms and Conditions shall be valid only if expressly agreed In Writing between BCM and the Customer.
3. If the Customer is a Business Customer, BCM expressly rejects the applicability of any general purchasing conditions or other general terms and conditions of the Customer, unless BCM has accepted them In Writing.
4. If any provision of these General Terms and Conditions is null and void, is annulled or otherwise proves unenforceable, the remaining provisions shall remain in full force and effect. Where necessary, the parties shall replace the relevant provision with a legally valid provision that reflects its purpose and intent as closely as possible.
5. If the Customer is a Consumer, these General Terms and Conditions shall apply only insofar as they do not derogate from mandatory consumer protection law. The Consumer's statutory rights shall remain fully applicable.

Article 3 – Offers, Quotations and Information

1. All offers and quotations issued by BCM are non-binding, unless expressly stated otherwise In Writing.
2. A quotation shall be valid for the period stated therein. If no period is stated, the quotation shall expire 30 days after the quotation date.
3. Stated prices, specifications, dimensions, weights, capacities, performance data, images, drawings and other technical data are prepared with the greatest possible care.
4. Obvious errors, typographical errors, calculation errors and other mistakes that the Customer could reasonably be expected to recognise shall not bind BCM.
5. Images, drawings, dimensions, technical specifications and other product information are indicative unless expressly agreed In Writing as binding.
6. BCM may make reasonable technical modifications or improvements to a Product provided that these do not materially affect the agreed functionality or normal usability of the Product.
7. The Customer is responsible for the accuracy and completeness of the data, dimensions, requirements and other information provided to BCM.

Article 4 – Formation and Amendment of the Agreement

1. An Agreement is formed as soon as BCM confirms an order In Writing, as soon as the Customer accepts a quotation from BCM, or as soon as BCM commences performance of the order with the Customer's consent.

2. Oral agreements and amendments shall only be binding on BCM after they have been confirmed In Writing by BCM.
3. Changes requested by the Customer after formation of the Agreement may affect the price, execution and delivery time.
4. Any additional costs resulting from changes requested by the Customer shall be borne by the Customer.
5. In the case of custom-made Products, the Customer is responsible for the timely review and approval of drawings, dimensions, specifications and other data submitted by BCM for approval.

Article 5 – Prices

1. Unless stated otherwise, prices for Business Customers are exclusive of VAT, taxes, levies, transport, packaging, insurance, assembly and other additional costs.
2. Prices for Consumers shall be stated in accordance with the applicable statutory requirements.
3. If, after conclusion of the Agreement, cost-determining factors change as a result of laws and regulations, taxes, import duties, government measures or other circumstances reasonably beyond BCM's control, BCM may pass on such changes to the extent permitted by law.
4. **For Consumers**, the preceding paragraph shall apply only to the extent permitted by law and subject to any statutory rights of termination.

Article 6 – Payment

1. Invoices must be paid within 14 days of the invoice date, unless otherwise agreed In Writing.
2. When entering into or performing an Agreement, BCM may require a deposit, advance payment, payment by instalments or other security.
3. Upon expiry of the payment term, a Business Customer shall be in default by operation of law and shall from that moment owe the applicable statutory commercial interest.
4. If payment is not made, reasonable extrajudicial collection costs and legal costs shall, to the extent permitted by law, be borne by the Customer.
5. **For Consumers**, the statutory rules concerning default, interest and collection costs shall apply.

6. BCM may suspend performance of its obligations for as long as due and payable amounts remain unpaid or requested security has not been provided, to the extent permitted by law.

Article 7 – Delivery and Delivery Times

1. Delivery times stated by BCM are indicative and shall not constitute strict deadlines, unless expressly agreed otherwise In Writing.
2. Exceeding an indicative delivery time shall not automatically entitle a Business Customer to damages, cancellation or termination.
3. If information, approval, parts or other cooperation from the Customer is required for performance of the Agreement, the delivery period shall not commence until BCM has received or obtained all such items in full.
4. Delays caused by changes requested by the Customer may result in an adjustment of the delivery time.
5. **For Consumers**, the applicable statutory rights concerning delay and delivery shall at all times apply.

Article 8 – Transport and Risk

1. Unless otherwise agreed In Writing, the Customer shall arrange transport of Products from BCM's premises.
2. In the case of a Business Customer, the risk of loss, damage or destruction of the Product shall pass to the Customer as soon as the Product has been handed over to the Customer or to the carrier engaged by the Customer.
3. If BCM arranges transport at the request of a Business Customer, this shall be for the Customer's account and risk, unless otherwise agreed In Writing.
4. **For Consumers**, the statutory rules governing transfer of risk shall apply. If the Consumer appoints a carrier himself or herself and that carrier was not offered by BCM as a transport option, the risk shall pass when the carrier receives the Product. In all other cases, risk shall pass in accordance with the applicable statutory provisions.
5. Upon receipt, the Customer shall, insofar as reasonably possible, inspect the Product for visible transport damage and missing parts.

Article 9 – Retention of Title

1. All Products supplied to a Business Customer shall remain the property of BCM until all claims for which retention of title may lawfully be stipulated have been paid in full.

2. Until title has passed, the Business Customer may not pledge the Product or provide it to a third party as security.
3. The Business Customer shall handle Products subject to retention of title with due care and, insofar as reasonably possible, keep them identifiable and separate as the property of BCM.
4. If the Business Customer fails to meet its payment obligations, BCM shall, to the extent permitted by law, be entitled to repossess Products supplied subject to retention of title. The Customer shall, insofar as legally permitted, provide BCM with the cooperation necessary for this purpose.
5. **For Consumers**, retention of title shall apply only within the limits of applicable law.

Article 10 – Assembly, Installation, Adjustment and Commissioning

1. If agreed, BCM may perform Services such as assembly, installation, adjustment, instruction and commissioning.
2. The Customer shall ensure that the location and the machine on or to which Services are to be performed are safe and accessible and that all necessary facilities, information and cooperation are available.
3. Additional work arising because the actual situation differs from the information provided by the Customer or because necessary facilities are unavailable may be charged separately.
4. Instructions provided by BCM do not release the Customer or users from their obligation to comply with the user manual, safety instructions and applicable statutory requirements.

Article 11 – Use, Safety and Carrier Machine

1. The Customer is responsible for the correct, safe and intended use of the Product.
2. Products must be used and maintained in accordance with the user manual, safety instructions, BCM's instructions and applicable laws and regulations.
3. The Customer is responsible for ensuring that persons using the Product have sufficient expertise and instruction.
4. The Customer is responsible for determining that any machine or vehicle on which a Product is mounted or used is technically suitable, including with regard to load-bearing capacity, stability, hydraulic capacity, connections, coupling, permissible load and safe operation.
5. BCM may advise the Customer on the suitability of a carrier machine. Such advice is based on information supplied by the Customer and/or manufacturer and does not

release the Customer from its own responsibility to assess the final combination for suitability and safe use.

6. The foregoing does not exclude BCM's liability for a demonstrable error attributable to BCM in its own advice insofar as such liability cannot be excluded under mandatory law.
7. Modifications, structural alterations or use other than that for which the Product was designed, carried out without BCM's Written consent, shall be at the Customer's account and risk and may affect warranty and liability.

Article 12 – Inspection and Complaints

1. A Business Customer must inspect the Product as soon as possible after delivery with regard to quantity, execution, visible damage and visible defects.
2. Visible defects and shortages must be reported by a Business Customer to BCM In Writing and with sufficient detail as soon as possible.
3. Defects that are not immediately visible must be reported by a Business Customer In Writing within a reasonable period after discovery.
4. A complaint shall not suspend the payment obligations of a Business Customer unless BCM confirms otherwise In Writing.
5. The Customer must give BCM a reasonable opportunity to investigate the complaint and the Product concerned.
6. **For Consumers**, the statutory rules concerning inspection, complaint periods and conformity shall apply.

Article 13 – Commercial Warranty

1. BCM provides a commercial warranty of twelve (12) months from the date of delivery on new Products manufactured by BCM, unless otherwise agreed In Writing.
2. This commercial warranty covers demonstrable defects in materials, construction and manufacture arising during normal and prescribed use.
3. If a defect is covered by the commercial warranty, BCM shall determine, to the extent permitted by law, whether it will:
 - a. repair the defect;
 - b. replace the defective part; or
 - c. offer another appropriate solution.
4. The commercial warranty is provided ex works at BCM in Oostelbeers. For Business Customers, costs including transport to and from BCM, travel and accommodation

expenses, disassembly, assembly, downtime, replacement equipment and other additional costs shall not be borne by BCM, unless otherwise agreed In Writing.

5. The commercial warranty does not apply to defects or damage caused wholly or partly by:
 - a. normal wear and tear;
 - b. improper or incorrect use;
 - c. overloading;
 - d. insufficient or incorrect maintenance;
 - e. failure to comply with the user manual or safety instructions;
 - f. accidents or external damage;
 - g. use with an unsuitable carrier machine;
 - h. incorrect assembly or modification by the Customer or third parties;
 - i. modifications made without BCM's Written consent;
 - j. use for a purpose other than that for which the Product was designed.
6. For third-party components, BCM may, in relation to Business Customers and insofar as appropriate and legally permitted, apply the warranty terms of the relevant manufacturer or supplier.
7. Work performed under warranty shall not automatically extend the original warranty period, unless otherwise agreed In Writing or required by mandatory law.
8. **For Consumers**, this commercial warranty is supplementary to, and does not limit, the statutory rights available to the Consumer where a Product does not conform to the Agreement. The statutory rules shall apply to a Consumer's statutory rights to repair or replacement, including the rules concerning the associated costs. Accordingly, the ex-works warranty limitation referred to in this Article shall not apply insofar as it conflicts with such statutory consumer rights.

Article 14 – Liability

1. BCM shall only be liable for damage insofar as such damage is attributable to BCM and liability has not been lawfully excluded or limited.
2. For Business Customers, BCM shall, to the extent permitted by law, not be liable for indirect or consequential loss, including in any event business losses, business interruption, production losses, loss of turnover, loss of profit, lost savings, lost orders and losses resulting from claims by third parties.
3. BCM's liability towards a Business Customer for direct loss shall, to the extent permitted by law, be limited to the amount paid out in the relevant case under BCM's liability insurance, plus the applicable deductible.

4. If, for any reason, no payment is made under the insurance policy, BCM's liability towards a Business Customer shall, to the extent permitted by law, be limited to the invoice value excluding VAT of the part of the Agreement to which the liability relates.
5. The limitations set out in this Article shall not apply if and insofar as the damage results from intent or deliberate recklessness on the part of BCM, or if limitation or exclusion of liability is not permitted under mandatory law.
6. The Customer must take reasonable measures to prevent and mitigate damage.
7. **For Consumers**, this Article shall apply only insofar as limitation or exclusion of liability is permitted by law. Statutory consumer rights shall not be limited by this Article.

Article 15 – Custom-Made Products and Modifications

1. Products manufactured or modified in accordance with the Customer's specifications, dimensions or special requirements shall be regarded as custom-made Products.
2. Following order confirmation, modifications to custom-made Products may only be made if BCM agrees to them.
3. The financial and scheduling consequences of modifications shall be borne by the Customer.
4. A Business Customer may not unilaterally cancel an order for a custom-made Product free of charge. If BCM agrees to cancellation, BCM may charge the costs already incurred, materials ordered, work performed and any other demonstrable loss and costs.
5. **For Consumers**, the applicable mandatory rules shall additionally apply, including any rules relating to distance contracts and custom-made Products.

Article 16 – Intellectual Property and Confidentiality

1. All intellectual property rights in drawings, designs, constructions, calculations, models, prototypes, software, documentation, manuals, images, product concepts and technical know-how developed or provided by BCM shall remain vested in BCM or its licensors, unless otherwise agreed In Writing.
2. Payment for a Product or for development or engineering Services shall not constitute a transfer of intellectual property rights unless expressly agreed In Writing.
3. The Customer may not, without BCM's prior Written consent, copy or reproduce confidential technical information supplied by BCM, disclose it to third parties or use it for the manufacture of products by itself or third parties, except insofar as necessary for the agreed use of the supplied Product.

4. If the parties have entered into a separate non-disclosure agreement (NDA), that agreement shall apply in addition to this Article. In the event of conflict, the specifically agreed NDA shall prevail in relation to the subject matter it covers.

Article 17 – Cancellation and Termination

1. A Business Customer may cancel a concluded Agreement only with BCM's Written consent.
2. If BCM agrees to cancellation, BCM shall be entitled to charge the costs already incurred, work performed, materials ordered, non-cancellable commitments and a reasonable amount of compensation for the loss suffered as a result of the cancellation.
3. BCM may suspend performance of the Agreement or terminate the Agreement in whole or in part if a Business Customer materially fails to perform its obligations and, where required, after notice of default fails to remedy the breach within a reasonable period.
4. **For Consumers**, the statutory rules concerning cancellation, termination, withdrawal and ending of agreements shall at all times apply.

Article 18 – Force Majeure

1. BCM shall not be obliged to perform for as long as performance is prevented by a circumstance that cannot be attributed to BCM.
2. Depending on the circumstances, force majeure may include, among other things: war, natural disasters, fire, epidemics, government measures, strikes, serious transport disruptions, interruptions to energy supplies, cyber incidents, failure of essential machinery, exceptional shortages of materials and failures by suppliers that are beyond BCM's reasonable control.
3. During a force majeure event, the obligations affected by that event shall be suspended.
4. If performance becomes permanently impossible or the force majeure situation continues for such a period that continuation can no longer reasonably be required, the parties may terminate the affected Agreement in whole or in part in accordance with the applicable statutory rules.
5. **For Consumers**, this Article shall apply only to the extent permitted by law.

Article 19 – International Agreements

1. All Agreements with BCM shall be governed by Dutch law, unless mandatory applicable law provides otherwise.

2. For international Agreements with Business Customers, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) **is expressly excluded**.
3. If, in an international consumer agreement, mandatory consumer protection law of the country in which the Consumer has his or her habitual residence applies, the choice of Dutch law shall not prejudice that protection insofar as this follows from the applicable rules of private international law.

Article 20 – Disputes

1. The parties shall endeavour to resolve any dispute first through mutual consultation.
2. Disputes between BCM and a Business Customer shall be submitted to the court having jurisdiction under Dutch law in the judicial district in which BCM has its registered office, unless mandatory law provides otherwise or the parties agree In Writing on another method of dispute resolution.
3. Disputes involving Consumers shall be submitted to the court having jurisdiction under the applicable statutory rules. These General Terms and Conditions do not limit the Consumer's statutory options regarding the competent court.

Article 21 – Final Provisions

1. If an Agreement and these General Terms and Conditions contain conflicting provisions, the specific Written arrangements made in the Agreement or order confirmation shall prevail.
2. BCM may amend these General Terms and Conditions. In principle, an Agreement already concluded shall remain subject to the version that applied when it was concluded, unless the parties validly agree otherwise.
3. The applicable version of these General Terms and Conditions shall be made available to the Customer before or at the time the Agreement is concluded.
4. These General Terms and Conditions may be made available electronically in a manner that allows the Customer to store them and consult them at a later time.
5. These General Terms and Conditions may be filed with the Dutch Chamber of Commerce and published on BCM's website.

De Bresser Constructie en Mechanisatie (BCM)
Achterste Heistraat 3
5091 JB Oostelbeers
The Netherlands

Chamber of Commerce: 55354599
Establishment no.: 000019244887

