

GENERAL SUPPLY AND PAYMENT TERMS OF GERAN ACCESS PRODUCTS B.V.

Article 1: Applicability

- 1.1 These terms apply to all offers and quotes of Geran Access Products B.V. (the Seller) and to any agreements it concludes and any agreements resulting thereof. The other party is referred to as the Client or Purchaser.
- 1.2 The nullity or cancellation of one or more provisions in these terms and conditions do not affect the legal validity of the other provisions. A legal conversion takes place with regard to this provision/these provisions pursuant to article 3:42 Dutch Civil Code.
- 1.3 If one or more provisions of these terms are deviated from, the remaining provisions remain applicable in full.
- 1.4 The general terms and conditions of the Client are not applicable and are explicitly rejected.

Article 2: Offers

- 2.1 All offers and quotes provided by Geran Access Products B.V. are free of obligation and subject to reservation, for as long as the products are in stock, even if this includes a period for the acceptance thereof.
- 2.2 If the Client provides Geran Access Products B.V. data, drawings etc., then Geran Access Products B.V. can rely on its correctness and will base his offer on this.
- 2.3 The prices listed in the offer are based on delivery ex works, pursuant to Incoterms 2010. The prices are excluding VAT and packaging.
- 2.4 If its offer is not accepted, Geran Access Products has the right to invoice the Client all the costs it has had to make to make its offer.

Article 3: Concluding the Agreement

- 3.1 The agreement between Geran Access Products B.V. and the Client will only be concluded after written acceptance or confirmation by Geran Access Products B.V., this includes communication via email. As long as Geran Access Products B.V. has not confirmed the order in writing or by email to the Client, then Geran Access Products B.V. will be able to revoke or change the offer or quote.
- 3.2 If the revocation or change within the meaning of subsection 1 (second sentence) of this article leads to a new offer or quote of Geran Access Products B.V., that stated in article 3 and in subsection 1 of this article applies in full.
- 3.3 If the Client provides its acceptance subject to reservations or makes changes in the offers or quote or refers to other (general) terms and conditions, then, in deviation of the preceding subsections, the agreement is only concluded if Geran Access Products B.V. has also confirmed to the Client that it fully, completely and unreservedly agrees to this.
- 3.4 Changes in concluded agreements and deviations from these terms and conditions made after having concluded this agreement only take effect if it has been agreed in writing/by email by Geran Access Products B.V. and the Client.
- 3.5 If the agreement within the meaning of this article is concluded with multiple Clients, then these are always jointly and severally liable in respect of Geran Access Products B.V. if the obligations towards Geran Access Products B.V. are not or only partly complied with by one of the Clients.

Article 4: Quality, description, responsibilities and assignment confirmation

- 4.1 Geran Access Products B.V. will do its utmost to deliver those goods or provide those services as described in the order confirmation, the same applies with regard to the quality and quantity of that delivered or provided. That stated in the order confirmation sent by Geran Access Products B.V. or the quote confirmed by the Client is leading. Geran Access Products B.V. is not obliged to pay any costs related to the engagement of third parties by the Client for the inspection of goods delivered or services provided by Geran Access Products B.V., unless otherwise has been agreed by the parties.
- 4.2 The Client must immediately inform Geran Access Products B.V., in writing or by email, of any changes and/or additions to the sent order confirmation, but no later than within 24 hours of the day the order confirmation was sent by Geran Access Products B.V.; in the absence of which the order confirmation sent forms the basis of the obligation(s) of Geran Access Products B.V. towards the Client, as referred to in subsection 1.
- 4.3 The Client cannot derive rights from the notifications given by Geran Access Products B.V. with regard to (technical) product specifications, data as stated in the brochures, catalogues or other informative documents, unless that data is included in the concluded agreement or the order confirmation referred to in subsection 1 and thereby clearly specifies the contrary.
- 4.4 Slight deviations in quality, version, numbers etc. of the goods delivered by Geran Access Products B.V. do not constitute sufficient grounds for the Client to dissolve the concluded

agreement (fully or partially) or to suspend its payment obligation, nor does it justify a reduction of the purchase price due or the returning of the product. As such, Geran Access Products B.V. also refers to article 10 'Quantity'.

- 4.5 The Client must provide all the necessary/required assistance upon the first request of Geran Access Products B.V., in such a way that Geran Access Products B.V. can comply with all its obligations resulting from the agreement; this explicitly includes the providing of free access to/in places or buildings in the broadest sense of the word.
- 4.6 Geran Access Products B.V. is always permitted to have part or all of the agreement performed by or with the aid of the third parties it has engaged, without requiring prior consultation with or approval of the Client, or to transfer its rights or obligations under the agreement concluded with the client to a third party.

Article 5: Intellectual property rights

- 5.1 Unless otherwise is agreed in writing, Geran Access Products B.V. retains the copyrights and all industrial property rights, in particular the brand and patents, on the offers, designs, images, drawings, (sample) models, programs etc. it has made.
- 5.2 The rights listed in subsection 1 remain the property of Geran Access Products B.V., regardless of whether the costs have been invoiced for them to the Client. This data cannot be copied, used or shown to third parties without the explicit written permission of Geran Access Products B.V. Upon violating this provision, the Client must pay Geran Access Products B.V. a penalty of EUR 25.000. This penalty can be demanded in addition to a payment of damages pursuant to the law.
- 5.3 The Client must return the items made available to him within the meaning of subsection 1 upon request within the period specified by Geran Access Products B.V. Upon violating this provision, the Client must pay Geran Access Products B.V. a penalty of EUR 1,000 per day. This penalty can be demanded in addition to a payment of damages pursuant to the law.

Article 6: Advice, designs and materials

- 6.1 The Client cannot derive any rights from advice, information, examples and samples he receives from Geran Access Products B.V. if they do not directly relate to the assignment.
- 6.2 The Client is responsible for the drawings and calculations made by or on behalf of the purchaser and for the functional suitability of the materials prescribed by or on behalf of the purchaser.
- 6.3 The Client indemnifies Geran Access Products B.V. for each claim of third parties with regard to the use of drawings, calculations, samples, models etc. provided by or on behalf of the Client.
- 6.4 The Client can for its own account investigate the materials Geran Access Products B.V. wishes to use before this is processed. If this causes damage to Geran Access Products B.V., then this will be payable by the Client.

Article 7: Delivery times

- 7.1 The delivery time is determined by Geran Access Products B.V. by approximation and does not constitute deadlines on which the Client can base any claims.
- 7.2 Upon determining the delivery time, Geran Access Products B.V. assumes that it can perform the assignment under the circumstances it is aware of at that time.
- 7.3 The delivery period and/or performance period will only commence when all technical details etc. have been agreed upon, all the necessary data and final approved drawings etc. are in the possession of Geran Access Products B.V., the agreed (instalment) payment has been received and all the necessary conditions for the performance of the assignment have been complied with.
- 7.4
 - a. If there are circumstances, other than those Geran Access Products B.V. was aware of upon determining the delivery time, then Geran Access Products B.V. can extend the delivery time and/or performance period by the time necessary to complete the activities under these circumstances. If the activities cannot be included in the planning of Geran Access Products B.V., then these will be performed as soon as its planning allows for this.
 - b. In the event of additional work, the delivery period is extended with the time necessary to deliver the materials and perform the additional work. If the additional work cannot be included in the planning of Geran Access Products B.V., then the activities will be completed as soon as its planning allows for this.
 - c. If Geran Access Products B.V. suspends the obligations, then the delivery period is extended with the duration of that suspension. If the continuation of the activities cannot be included in the planning of Geran Access Products B.V., then the activities will be completed as soon as its planning allows for this.

- d. In the event of adverse weather conditions, the delivery period and/or performance period is extended by the subsequent delay.
- e. In circumstances not attributable to Geran Access Products B.V., such as those specified in article 11 'Inability to perform the assignment/force majeure', the delivery times and/or performance period can be extended by the period of delay caused.
- 7.5 Exceeding of the agreed delivery time in no way results in an entitlement to receive payment of damages or to dissolve the agreement, unless this was agreed upon in writing.
- 7.6 Geran Access Products B.V. is authorised to deliver in instalments (partial deliveries) and to separately invoice these to the Client without this resulting in a default for Geran Access Products B.V.

Article 8: Risk and costs of making one or more prototypes

- 8.1 The costs for the development of one or more prototypes are payable by the Client.
- 8.2 The correct operation of a certain product made upon request of the Client cannot be guaranteed by Geran Access Products B.V.

Article 9: Moulds, models, model plates, tools etc.

- 9.1 Moulds, models, model plates, tools etc. made by Geran Access Products B.V. remain the property of Geran Access Products B.V., also when the Client has paid them in part or in full.
- 9.2 Moulds, models, model plates, tools etc. intended for sustainable use, made available by the Client to Geran Access Products B.V. or which have become the property of the Client will be stored by Geran Access Products B.V. at the cost and risk of the Client for a maximum period of three years after the last order has been received. After this period has lapsed, Geran Access Products B.V. can freely control these items.
- 9.3 If the Client has not requested the return of his property after the period stated in subsection 2 has lapsed, nor collected his items within one month of requesting its collection from Geran Access Products B.V. in writing, then Geran Access Products B.V. has the right to freely control these items.
- 9.4 In deviation of that stated in subsection 3, the parties can agree that Geran Access Products B.V. will return the items to the Client. The return will take place 'Carriage Paid To' ('CPT') pursuant to Incoterms 2010.
- 9.5 Geran Access Products B.V. will not use the moulds, models, model plates, tools etc. made by or for the benefit of the Client for third parties within the period specified in subsection 2.
- 9.6 The costs of change, renewal and/or repair following wear and tear of moulds, models, model plates, tools etc. made upon assignment are for the account of the Client.

Article 10: Quantity

Deviations in the quantity made in assignment are permitted, in the understanding that a deviation of 10% is permitted for deliveries of up to 500 pieces and a deviation of 5% is permitted for deliveries in excess of 500 pieces.

Article 11: Delivery and transfer of risk

- 11.1 Deliveries are made ex works pursuant to Incoterms 2010; the risk of the goods transfers the moment the Geran Access Products B.V. makes these available to the Client.
- 11.2 Notwithstanding the foregoing, the Client and Geran Access Products B.V. can agree that Geran Access Products B.V. arranges the transport. The risk of storage, loading, transport, delivery is then also held by the Client. The Client can take out an insurance against these risks.
- 11.3 In the event of swaps or returned items, the Client keeps the item available for exchange pending the delivery of the new item or the return, then the risk of the item to be exchanged/returned is held by the Client until the moment he has given Geran Access Products B.V. the possession thereof. When the Client cannot deliver the item to be exchanged/returned in the condition it was in when the agreement was concluded, then Geran Access Products B.V. can dissolve the agreement.
- 11.4 Insofar as it involves an exchanged or returned item, Geran Access Products B.V. is authorised to invoice 15% of the value of the item to cover the additional transport, freight and handling costs.
- 11.5 Items specially ordered by the Client, including items that were tailor-made by Geran Access Products B.V. for the Client cannot be returned.

Article 12: Price adjustment

- 12.1 Geran Access Products B.V. is always authorised to calculate the increase of cost price determining factors to the Client arising after having concluded the agreement.

12.21 f Geran Access Products B.V. cannot invoke that stated in subsection 1 for whatever reason, then Geran Access Products B.V. is also authorised to recharge the increased cost-price determining factors to the Client, but only in the understanding that, insofar as this change takes place within three (3) months after the date of concluding the agreement, the Client has the right to dissolve the agreement.

12.3 Payment of the price adjustment within the meaning of subsection 1 takes place at the discretion of Geran Access Products B.V. at the same time the main sum or the last instalment is paid or upon the first payment period.

Article 13: Impracticability of the assignment/Force majeure

- 13.1 Geran Access Products B.V. has the right to suspend the compliance of its obligations if it is temporarily prevented from complying with its contractual obligations in respect of the Client due to a force majeure.
- 13.2 A force majeure is defined as the circumstance that suppliers and/or subcontractors of Geran Access Products B.V. cannot comply with their obligations (on time), the weather, earthquakes, fire, loss or theft of tools, the loss of materials to be processed, road blocks, strikes or work interruptions and import or trade limitations, government measures, defects to the machines, disruptions in the power supply, transport delays or obstructions, in short all the circumstances that do not form part of the risk of Geran Access Products B.V.
- 13.3 Geran Access Products B.V. is not authorised to suspend the agreement if the temporary impossibility to comply has lasted longer than six months. The agreement can then immediately be terminated by one of the parties after the lapsing of this period, but only for that part of the obligations that has not been complied with yet.
- 13.4 In the event of a force majeure causing the compliance of the agreement to become impossible, both parties are authorised to terminate the agreement effective immediately for that part of the obligations that has not yet been complied with.
- 13.5 In the event of articles 11.3 and 11.4, the Client is not entitled to any payment for any damage suffered now and in future as a result of the termination.

Article 14: Additional and less work

- 14.1 Changes in the assignment will in any event result in additional or less work if:
- this involves a change in the design, specifications or the technical specifications;
 - the information provided by the Client is not in accordance with reality;
 - the estimated quantity is deviated from by more than 10%.
- 14.2 Additional work is calculated on the basis of the value of the price determining factors as they apply the moment the additional work is performed. Less work is calculated on the basis of the value of the price determining factors as they applied the moment the agreement was concluded.
- 14.3 Payment of the price of the additional work within the meaning of subsection 1 and 2 takes place at the discretion of Geran Access Products B.V., should additional work be required, at the same time the main sum or the last instalment is paid or upon the first payment period.
- 14.4 If the balance of the less work exceeds that of the additional work, Geran Access Products B.V. can invoice the Client 10% of the difference in the balance upon the final settlement. This provision does not apply if the less work results from a request made by Geran Access Products B.V.

Article 15: Liability

- 15.1 Geran Access Products B.V. is liable for damage suffered by the Client directly and exclusively as a result of a shortcoming attributable to Geran Access Products B.V. However, only damage paid out by the insurer of Geran Access Products B.V. is eligible for payment. If Geran Access Products B.V. cannot claim payment from its insurer for whatever reason, then the amount of damage paid will amount to no more than 15% of the assignment sum (excluding VAT).
- 15.2 The following is not eligible for payment:
- consequential damage, including business damage such as stagnation damage, loss of profit, loss of production, transport costs, travel and accommodation costs etc.
 - supervision damage, including damage caused by or during the performance of the work to items on which work is performed or to items close to the place where the work is performed. The Client can take out an insurance to cover this damage.
 - damage caused by the intentional or purpose recklessness of persons providing help or non-managerial subordinates of Geran Access Products B.V.
- 15.3 Geran Access Products B.V. is not liable for deviations of the drawings and the moulds, models, model plates, tools etc. made available by the Client, nor for the effectiveness of these moulds, models, model plates, tools etc. or the products made with these items.

15.4 Geran Access Products B.V. is not liable for any damage to material provided by or on behalf of the Client as a result of unsound processing.

15.5 The Client indemnifies Geran Access Products B.V. against any claims of third parties in respect of product liabilities resulting from a defect in a product delivered by the Client to a third party and that was caused (in part) by products and/or materials delivered by Geran Access Products B.V. The Client must pay all the damage suffered by Geran Access Products B.V. as a result, including the (full) costs of the defence.

15.6 Geran Access Products B.V. is not liable for damage, injury or damage caused by theft or any other damage if this involves disruptions in the materials delivered or assembled by Geran Access Products B.V.

Article 16: Guarantee

- 16.1 Geran Access Products B.V. does not provide a guarantee. If a guarantee has been agreed, Geran Access Products B.V. guarantees the correct performance of the agreed activity or product for a period of six months following the delivery. If a deviating guarantee period has been agreed, the other subsections of this article also apply.
- 16.2 In the event of an incorrect delivery or processing Geran Access Products B.V. is always entitled to full credit the invoice for that item in return for the incorrect item or to proceed to deliver the item again or to repair it.
- 16.3 If Geran Access Products B.V. opts to perform the agreement again, then Geran Access Products B.V. will determine the manner and the time at which this is done. If the agreed performance included the processing of material provided by the Client, then the Client must deliver new material at its own account and risk.
- 16.4 The manufacturer's guarantee applies for the parts explicitly agreed upon in writing by the Client and Geran Access Products B.V. If the Client has had the opportunity to learn about the content of the manufacturer's guarantee, then this will take the place of the guarantee provided on the basis of this article.
- 16.5 The Client must always provide Geran Access Products B.V. the opportunity to resolve any defect.
- 16.6 Parts or materials repaired or replaced by Geran Access Products B.V. must be sent by the Client to Geran Access Products B.V.
- 16.7 The following costs are payable by the Client:
- all transport costs or distribution costs;
 - assembly and disassembly costs;
 - all processing costs incurred in respect of the product;
 - travel and accommodation expenses.
- 16.8 The Client can only claim under a guarantee after having complied with all his obligations in respect of Geran Access Products B.V.
- 16.9 a. No guarantee is provided on defects resulting from:
- normal wear and tear;
 - inexperienced use;
 - absence of or incorrectly performed maintenance;
 - installation, assembly, change or repair by the Client or by third parties;
 - defects to or unsuitability of items of or prescribed by the Client;
 - defects to or unsuitability of the materials and equipment used by the Client.
- b. No guarantee is provided on:
- items delivered that were not new upon delivery;
 - the inspection and repair of items of the Client;
 - parts for which a manufacturer's guarantee.
- 16.10 That stated in subsections 16.1 through 16.9 applies in full to any claims of the Client on the basis of a default, non-conformity or any other basis.
- 16.11 The Client cannot transfer the rights referred to in this article to a third party.

Article 17: Complaints

- 17.1 Complaints are defined as: a claim of the Client based on the fact that the items delivered or the services provided by Geran Access Products B.V. do not correspond with that stated in the concluded agreement, including visible and hidden defects in that delivered/provided.
- 17.2 In the event of a delivery pursuant to that stated in article 11, the Client must immediately inspect all the delivered goods, including the packaging for any apparent shortcomings, damage and other visible defects within 48 hours of the delivery; if this is not done, then any right to demand replacement or damages lapses.
- 17.3 If the delivered goods within the meaning of subsection 2 must be or are installed by Geran Access Products B.V. before being able to use those items, then the Client must perform the inspection referred to under subsection 2, subject to the lapse of any right to replacement or payment of damages within 48 hours of completing the installation or assembly.
- 17.4 The Client must notify Geran Access Products B.V. in writing of any complaints following the inspections referred to in subsection 2 and 3 of this article with regard to defects within 72 hours of delivery or completion of the installation or assembly, thereby clearly specifying the defects or complaints; in the

absence of which any right to replacement or payment of damages lapses. Geran Access Products B.V. is not compelled to deal with any complaints as referred to in the first sentence that have been submitted after the 72-hour period has lapsed.

- 17.5 In respect of the not immediately visible or hidden defects of that delivered, the Client must inform Geran Access Products B.V. in writing within 72 hours of the Client having reasonably been able to or should have determined the defect; in the absence of which any right to replacement or payment of damages lapses.
- 17.6 Not immediately visible or a hidden defects as referred to in the preceding subsections are defined as: defects as a result of construction, specification or design errors and errors resulting in the Client not being able to use the delivered items for the purposes for which they were purchased and that were not visible within the periods referred to in subsections 2 through 5.
- 17.7 Complaints correctly submitted to Geran Access Products B.V. on time do not entitle the Client to suspend or settle the purchase price/fee, nor does it authorise the Client to fully or partially dissolve a concluded agreement.
- 17.8 If Geran Access Products B.V. and the Client have a difference of opinion regarding whether or not a complaint file correctly and on time with Geran Access Products B.V. is justified, then this will first be assessed by an expert appointed by Geran Access Products B.V. The costs for engaging the expert are paid by the party whose claim is (largely) denied by this expert.
- 17.9 If the complaint is considered justified by Geran Access Products B.V. or the appointed expert as referred to in article 17.8, then Geran Access Products B.V. is only compelled at its discretion to provide a replacement or similar (new) services or to credit the invoice thereby repaying the purchase price. Returning items without prior permission of Geran Access Products B.V. is not permitted and do not automatically oblige Geran Access Products B.V. to replace, repair the items or to credit the invoice.
- 17.10 Any legal claims and defences on submitted complaints must be submitted within one year after having filed the complaint or the expert having given its final assessment within the meaning of article 17.8, otherwise this right will lapse. Article 15 is then applicable in full.
- 17.11 Complaints regarding the invoiced amount must be made in writing with Geran Access Products B.V. within the payment period; in the absence of which all rights will lapse.

Article 18: Non-purchased items and storage

- 18.1 If the Client wishes to purchase the delivered items or refuses to cooperate with the delivery thereof, then Geran Access Products B.V. is authorised to store these items at the account of the Client. The storage costs will amount to at least EUR 2.50/m² per day. The Client will be informed as soon as possible of the storage in writing or otherwise by Geran Access Products B.V. Stored items within the meaning of the first sentence are deemed to have been delivered to the Client and are at the risk of the Client the moment they are stored. The payment of the store costs must be paid before the date on which the products are again delivered.
- 18.2 If Geran Access Products B.V. proceeds to apply that stated in article 18.1, then the invoice for the storage costs and the invoice for the delivered items are immediately payable in full. The Client must pay a penalty of EUR 100 for each day - following the notification referred to in subsection 1 of this article - that the Client refuses to purchase the items available for delivery, in addition to the storage costs referred to in article 18.1, whereby a maximum of EUR 10,000 applies. Geran Access Products B.V. is authorised to comply with all the payment and purchase obligations such as the immediately payable penalty and costs, notwithstanding the right held by Geran Access Products B.V. to claim an additional payment of damages.
- 18.3 Geran Access Products B.V. is authorised to suspend the delivery of the stored items until all the payable invoices and the penalty and costs due within the meaning of article 18.2 have been paid in full by the Client and also until all the amounts receivable by Geran Access Products B.V. pursuant to earlier or later agreements or on any other basis have been paid; this explicitly includes all the claims of Geran Access Products B.V. has on the Client due to the Client's non-compliance or insufficient compliance.
- 18.4 If items are given to Geran Access Products B.V. for repair or maintenance, then Geran Access Products B.V. is authorised to suspend the obligation to deliver those items until the payable invoices with regard to those activities have been paid in full, and until all that payable by the Client on the basis of earlier or later agreements has been paid; this explicitly includes all the claims that Geran Access Products B.V. has on the Client due to the Client's non-compliance or insufficient compliance.
- 18.5 If Geran Access Products B.V. holds items of the Client on any other basis, Geran Access Products B.V. is also authorised to suspend the obligation to release those items until the Client has complied with all the payable claims Geran Access Products B.V. holds on the Client on the basis of that stated in this article or otherwise.
- 18.6 If the Client falls short in any other way in the compliance of its obligations with regard to Geran Access Products B.V., then Geran Access Products B.V. is also authorised to suspend the

delivery of items or to exercise its right of retention pursuant to that stated in the preceding subsections of this article. Geran Access Products B.V. is also authorised to terminate or to (partially) dissolve the agreement.

Article 19: Payment

- 19.1 Payment is made at the registered office of Geran Access Products B.V. or into a bank account specified by Geran Access Products B.V.
- 19.2 The payment takes place as follows unless otherwise is agreed:
- in cash for payments over the counter;
 - in instalments:
 - 50% of the total price upon assignment;
 - 50% upon delivery (see article 11).
 - in all other cases within 30 days of the date of invoice.
- 19.3 The Client's right to settle or suspend its claims on Geran Access Products B.V. is excluded, unless this involves a bankruptcy of Geran Access Products B.V. or if Geran Access Products B.V. is subject to statutory debt refinancing.
- 19.4 Regardless of whether Geran Access Products B.V. has fully performed the agreed performance, all that payable by the Client on the basis of the agreement will be immediately payable if:
- a payment term has been exceeded;
 - the bankruptcy or the suspension of payment of the Client is requested;
 - upon the seizure of goods or claims of the Client;
 - the Client (company) is dissolved or liquidated;
 - the Client (natural person) requests statutory debt repayment, is placed under administration or is deceased.
- 19.5 When the payment has not taken place within the agreed payment period, the Client must immediately pay interest to Geran Access Products B.V. The interest amounts to 12% per year, i.e. 1% per month. Upon calculating the interest a part of the month is regarded as a full month.
- 19.6 Geran Access Products B.V. is authorised to settle its debts to the Client with claims companies affiliated with Geran Access Products B.V. hold on the Client. Geran Access Products B.V. is also authorised to settle its claims to the Client with debts companies affiliated with Geran Access Products B.V. have towards the Client. Geran Access Products B.V. is also authorised to settle its debt to the Client with claims on companies affiliated with the Client. Affiliated companies are companies that form part of the same group within the meaning of article 2:24b Civil Code, and a participation within the meaning of article 2:24c Civil Code.
- 19.7 If payment did not take place within the agreed payment period, the Client must pay Geran Access Products B.V. all the extra-judicial costs, whereby a minimum applies of EUR 250. These costs are calculated on the basis of the following table (main sum including interest):
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|-----|------------------------------------|
| 15% | on the first EUR 3,000 |
| 10% | on EUR 3,001-6,000 |
| 8% | on EUR 6,001-15,000 |
| 5% | on EUR 15,001-60,000 |
| 3% | on any amount exceeding EUR 60,000 |
- The actually incurred are due if these exceed the amount calculated on the basis of the above.
- 19.8 If the court finds in the favour of Geran Access Products B.V. in legal proceedings, then all the costs the Contractor has had to incur for these proceedings are payable by the Client.

Article 20: Surety and retention of title

- 20.10 Regardless the agreed payment conditions, the items delivered by Geran Access Products B.V. are always explicitly delivered under retention of title of the purchaser. If the Client/Purchaser fails to comply with this request within the stipulated payment period, he is immediately in default. Geran Access Products B.V. then has the right to dissolve the agreement and to claim damages from the Client. Geran Access Products B.V. is then also authorised to invoke its retention of title and to take back the items delivered.
- 20.2 Geran Access Products B.V. remains the owner of the delivered goods for as long as the Client:
- falls short or will fall short in the compliance of its obligations from this or other agreements;
 - has not paid any claims resulting from the non-compliance of the above-mentioned agreements, such as damage, penalty, interest and costs.
- 20.3 For as long as the delivered items are subject to a retention of title, the Client cannot mortgage or sell them in any way other than during the course of conducting normal business activities.
- 20.4 Once Geran Access Products B.V. has invoked its retention of title, it can collect the delivered goods, regardless of whether these items have already been processed or assembled. The Client will provide his full cooperation in this respect.
- 20.5 Geran Access Products B.V. holds the right of pledge and a right of retention on all the items it holds or will hold on and on any claim he has or should have on the Client with regard to anyone demanding the release thereof.
- 20.6 If the Client has complied with its obligations, after Geran Access Products B.V. has supplied the items, the retention of title again arises with regard to these goods if the Client fails to

comply with its obligations from an agreement concluded at a later time.

Article 21: Assembly terms

The Assembly Terms and Conditions of Geran Access Products B.V. apply insofar as assembly activities are involved. These will be then declared applicable to the legal relations between Geran Access Products B.V. and the Client. If there are any discrepancies between the assembly terms and conditions and the current general terms and conditions, then the current general terms and conditions will prevail.

Article 22: Termination of the agreement

If the Client wishes to terminate the agreement without this involving a shortcoming of Geran Access Products B.V. and Geran Access Products B.V. is in agreement, the agreement is terminated by mutual agreement. Geran Access Products B.V. will in that case be entitled to payment of all material loss, such as loss suffered, profit lost and costs incurred, such as transport costs.

Article 23: Applicable law and competent court

- 23.1 This agreement is subject to Dutch law.
- 23.2 The Vienna Sales Convention (C.I.S.G.) only applies in cases not provided in the current general terms and conditions. The Vienna Sales Convention does not apply to deliveries within the Netherlands.
- 23.3 The Dutch court in the place of residence of Geran Access Products B.V. is the sole competent court to settle any disputes unless this violates imperative law. Geran Access Products B.V. can deviate from this authority rule and apply the legal authority rules.