

## General delivery and payment conditions

as filed with the trade register of the Chamber of Commerce Gooi-, Eem- and Flevoland in Almere under number 31042757

### Article 1 General

- 1. These terms and conditions apply to all services and goods and other legal relationships provided by Helms Milieutechniek, including the submission of quotations and offers within the meaning of Article 2 of these terms and conditions, of Helms Milieutechniek and its customers and / or clients, hereinafter referred to as: customer.
- 2. A general reference by the customer to its own general terms and conditions of delivery and payment only binds Helms Milieutechniek insofar as this reference has been expressly accepted in writing by Helms Milieutechniek. In the absence of such acceptance, Helms Milieutechniek has explicitly rejected the reference.

### Article 2 Offers and prices

- 1. All quotations and offers issued by Helms Milieutechniek are without obligation and are therefore revocable.
- 2. The quotations are based on the cost price factors applicable at the time of the order, such as raw material prices, taxes and levies, wages and transport. The prices quoted are exclusive of VAT and exclusive of insurance and freight costs.
- 3. If one or more cost price factors undergo an increase after the date of the conclusion of the order agreement, Helms Milieutechniek is entitled to increase the agreed price accordingly.
- 4. Information stated in catalogs, images, drawings, measurements and weights and suchlike is only intended to give a general impression of the goods. No rights can be derived from this information unless it is expressly included in an agreement concluded by the parties.
- 5. The customer is prohibited from making the offers issued by Helms Milieutechniek, as well as the drawings, calculations, descriptions, models and the like made or provided by him available or made known to third parties in any way, unless he has the express permission of Helms to do so. Environmental engineering has obtained.
- 6. The DepoDogs are supplied complete with the associated consumables. Namely: rolls of clean-up bags and collection bags. The customer is not permitted to use other consumables than those supplied by Helms Milieutechniek as mentioned above in the DepoDog without having received explicit written permission from Helms Milieutechniek.

### Article 3 Delivery

- 1. The goods to be delivered by Helms Milieutechniek are deemed to have been delivered immediately after they have been placed under the control of the customer by Helms Milieutechniek or have been handed over to the carrier referred to in the second paragraph of this article.
- 2. Any transport from Helms Milieutechniek to the customer is entirely at the expense and risk of the customer. Helms Milieutechniek concludes an agreement for transport with a carrier on behalf of the customer.
- 3. The customer waives claims for compensation for damage, which he / she does not accept in respect of any unlawful act, negligence or carelessness in any way whatsoever with the transport of any person who may or may not be employed by the Helms Milieutechniek. agreement against Helms Milieutechniek.
- 4. If the customer refuses to take delivery of the goods to be delivered by Helms Milieutechniek, the goods will nevertheless be regarded as delivered by Helms Milieutechniek, in which case the costs of return freight, storage and other necessary costs will be borne by the customer. Helms Milieutechniek will store the goods thirty days after they have been delivered to the customer. After this period, Helms Milieutechniek can freely dispose of the goods. The customer

will be notified in writing of the storage with a request to collect the goods or have them collected, against cash payment.

#### Article 4 Delivery period

- 1. All stated delivery times are without obligation. No guarantee in this respect can be given.
- 2. In the event of force majeure, including all circumstances beyond the will or action of Helms Milieutechniek, as a result of which timely fulfillment of the agreement cannot reasonably be required of Helms Milieutechniek, irrespective of whether or not these circumstances were foreseeable at the time. from the conclusion of the agreement, Helms Milieutechniek will extend the delivery time by the duration of the delay due to force majeure, or enter into another agreement with the customer, or Helms Milieutechniek has the right to dissolve the agreement without judicial intervention without causing any damage.