

## **General terms and conditions of sale and delivery of Triofast B.V. - Version January 2026**

The user of these general terms and conditions is Triofast B.V., with its registered office in Alblasterdam, at Ketelweg 61E, 3356 LD, Papendrecht. Triofast B.V. is registered with the Chamber of Commerce under number 24439370.

### **Article 1 – Applicability**

**1.1** All offers made by and/or to us, all agreements concluded with us and all services to be performed by us are exclusively subject to our general terms and conditions.

**1.2** The applicability of your general terms and conditions is hereby expressly rejected in all cases, even if you refer to those terms and conditions in a request to us to make an offer.

**1.3** If any provision of these general terms and conditions is void or voidable, the other provisions of these general terms and conditions will remain in full force and we will consult with you to agree on new provisions to replace the void or voidable provisions, taking into account as much as possible the purpose and scope of the void or voidable provision.

**1.4** We are entitled to amend these terms and conditions at any time. The amended terms and conditions will apply from the moment we have notified you of the amendment in writing.

**1.5** You may not transfer the rights and obligations arising from an agreement to third parties in any way without our written consent. We will not withhold this consent on unreasonable grounds.

**1.6** If we do not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that we would lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

**1.7** If you have previously entered into an agreement with us to which these general terms and conditions applied, you are deemed to have tacitly agreed to the applicability of these terms and conditions to subsequent agreements.

### **Article 2 - Website and other communications**

**2.1** All information on our website and in other communications from Triofast B.V. is protected by the Copyright Act and/or the Database Act, unless otherwise provided by law. Information, products and/or services provided via our website may not be reproduced, stored in an automated database or made public in any form or by any means, whether electronic, mechanical, photocopying or otherwise, without the prior written consent of Triofast B.V.

**2.2** Our website treats data provided by users as confidential. Data that a user provides to Triofast B.V. in the context of registration and/or orders or otherwise may be included in a personal registration within the meaning of the applicable legislation. If a user finds that data about him is incorrect, he shall notify Triofast B.V. thereof.

**2.3** Triofast B.V. shall not be liable in any way for

- any errors or omissions in products and/or services provided via our website, or
- the use that the user makes of the website or its (in)accessibility.

**2.4** Access to our website is granted on a strictly personal basis. The user is not permitted to use the information, products or services offered via our website in such a way that this leads or may lead to any form of - commercial or non-commercial - exploitation of that information, products or services or any part thereof by the user or a third party.

**2.5** Additional terms and conditions of Triofast may apply to the use of information, products and/or services offered via this website, even if they are accessible free of charge.

**2.6** Information provided by Triofast on its website or otherwise offered (online) documentation is not binding and is only intended to give a general impression of what Triofast has to offer, unless expressly stated otherwise in writing by Triofast.

### **Article 3 – Offer and conclusion of the agreement**

**3.1** All offers and quotations made by us are without obligation, unless otherwise stated below. They should also be regarded as a whole.

**3.2** We cannot be held to an offer/quotation if you can reasonably understand that the offer/quotation, or part thereof, contains an obvious mistake or clerical error.

**3.3** The prices stated in an offer or quotation are exclusive of VAT and other government levies, packaging costs, installation costs and any additional costs to be incurred in connection with the agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated.

**3.4** Acceptance of an offer/quotation takes place by means of a written and/or verbal notification or order from you to us. Acceptance can also take place by telephone, email or internet. Acceptance of a quotation also implies that you accept the applicability of these general terms and conditions.

**3.5** Acceptance of an offer means that you accept the offer and the resulting (payment or other) obligations and that you are therefore also obliged to fulfil these obligations. We will then send you an order confirmation. Whether or not you have received the order confirmation does not affect your obligations as specified in this paragraph.

**3.6** If, due to circumstances including the nature, scope or urgency of the order, no order confirmation has been sent, the invoice will be considered as the order confirmation.

**3.7** We reserve the right to refuse orders/customers without giving reasons.

**3.8** Every agreement is entered into by us on the condition precedent that you – at our sole discretion – prove to be sufficiently creditworthy for the financial fulfilment of the agreement. Changes to the agreement must be agreed in writing by the parties.

**3.9** If an offer is accompanied by photographs, estimates, plans, catalogues or other documents, these are for illustrative purposes only and remain our property at all times. These must be returned to us upon first request. They may not be reproduced, copied in any way, or passed on to third parties or made available for inspection without our express prior written consent.

**3.10** You hereby expressly authorise us, if and insofar as we deem it necessary or desirable within the limits of the assignment given by you, to have work carried out by third parties on your behalf and to transfer rights and obligations arising from the agreement to third parties.

**3.11** You guarantee the completeness and accuracy of the information provided by or on behalf of you to Triofast on which Triofast bases its quotation.

**3.12** A composite quotation does not oblige Triofast to perform part of the assignment for a corresponding part of the quoted price.

**3.13** The consequences of compliance with statutory regulations or government decisions that come into effect after the date of the quotation shall be borne by you, unless it can reasonably be assumed that Triofast could already have foreseen those consequences on the date of the quotation.

### **Article 4 - Delivery times, performance and amendment of the agreement**

**4.1** The terms agreed or specified for the completion of certain work or for the delivery of certain items are indicative only and are not strict deadlines within the meaning of Article 6:83 of the Civil Code.

**4.2** If we require information from you for the performance of the agreement, the performance period shall not commence until you have provided us with this information in a correct and complete manner.

**4.3** Delivery shall be Ex Works in accordance with the applicable Incoterms.

**4.4** You are obliged to take delivery of the goods at the moment they are made available to you. If you refuse to take delivery or fail to provide information or instructions necessary for delivery, we are entitled to store the goods at your expense and risk.

**4.5** We are entitled to deviate from the quantities ordered for items that fall outside our standard range. This deviation will be within the range of 10% more or 10% less than the quantity ordered.

**4.6** We are entitled to execute the agreement in different phases and to invoice the part thus executed separately.

**4.7** If the agreement is performed in phases, we may suspend the performance of those parts that belong to a subsequent phase until you have approved the results of the preceding phase in writing.

**4.8** Changes or additions to the agreements must be expressly agreed in writing. If you request a change and/or addition to an agreement and the parties fail to reach agreement, the agreement will remain in its original form.

**4.9** If, during the execution of the agreement, it appears that it is necessary to amend or supplement it in order to ensure its proper execution, the parties will proceed to amend the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement is changed, whether or not at your request or on the instructions of the competent authorities, etc., and the agreement is thereby changed in terms of quality and/or quantity, this may also have consequences for what was originally agreed. As a result, the amount originally agreed may be increased or decreased. We will provide a quotation for this in advance as far as possible. A change to the agreement may also result in a change to the originally specified term of performance. You accept the possibility of changes to the agreement, including changes to the price and term of performance.

**4.10** We have the right to increase the agreed price, even if a fixed price has been agreed, on the basis of an authority or obligation under the law or regulations, or if the increase is caused by an increase in the price of raw materials, wages, etc. or on other grounds that are not attributable to Triofast. If these cost-increasing circumstances were reasonably foreseeable at the time of entering into the agreement, you have the right to terminate the agreement for that reason.

## **Article 5 – Prices**

**5.1** The prices quoted are exclusive of VAT and must be paid inclusive of VAT, unless otherwise indicated.

**5.2** Prices are in euros, unless expressed in another currency.

## **Article 6 – Invoicing and payment**

**6.1** Invoices will be sent as soon as possible to the billing address you have provided, which does not affect your own payment obligation to Triofast B.V.

**6.2** Invoices must be paid within 14 days of the invoice date, without recourse to set-off or discount, unless otherwise agreed. The payment term is a strict deadline.

**6.3** If you exceed any payment term specified in the terms and conditions or agreed separately, you will be in default immediately by operation of law without further notice of default. In that case, we are entitled to proceed with collection without further notice of default. In that case, you will be charged default interest on the amount due at a rate of 1.0% per month.

**6.4** In addition to the principal sum and the default interest, you will be liable for all costs, both judicial and extrajudicial, incurred by us in collecting our claim and in preserving our rights. The extrajudicial costs are set at 15% of the principal sum, with a minimum of €300.00 plus the applicable VAT.

**6.5** If Triofast proceeds with extrajudicial collection of the claim after non-payment, you will be obliged to reimburse all legal and court costs actually incurred by Triofast, including the actual costs of a

solicitor, bailiff, lawyer, court, etc.

**6.6** Without prejudice to the above, in the event of non-payment or late payment, or non-performance or improper performance of any obligation incumbent upon you, we shall be entitled, without prior notice of default, to suspend further deliveries or to suspend the performance of our obligations, without prejudice to our right to compensation for all direct, indirect and consequential damage, including lost profits, and without prejudice to all other rights to which we are legally entitled.

**6.7** We are entitled at all times, even after the conclusion of the agreement, to require advance payment, cash payment or security for payment from you. If you fail to comply with this, we are entitled, without prior notice of default, to suspend further deliveries or the fulfilment of our obligations, without prejudice to our right to compensation for damages and without prejudice to all other rights to which we are legally entitled. Payments made by the Client will first be used to settle all interest and costs owed and then to settle the longest outstanding invoices, even if the Client states that the payment relates to a later invoice.

**6.8** Payments made by you will first be used to settle all interest and costs owed and then to settle the longest outstanding invoices, even if you state that the payment relates to a later invoice.

**6.9** Under no circumstances are you entitled to suspend or set off your obligations.

#### **Article 7 – Complaints, guarantees and limitation period**

**7.1** We guarantee that the goods to be delivered are free from material and manufacturing defects. Parts that contain material and manufacturing defects will be replaced free of charge if they are offered to us CIF. The warranty expires 12 months after delivery.

**7.2** The repaired and/or replaced parts will be delivered Ex-Works by us. Replacement and/or repair does not lead to an extension of the warranty period referred to in paragraph 1. The costs associated with import or export or other additional costs are at your expense.

**7.3** If a different warranty arrangement has been agreed between the parties, this shall be expressly in place of, and not in addition to, the warranty referred to in paragraph 1.

**7.4** Any warranty on our part shall lapse as a result of modification, maintenance or repair of the goods by parties other than (designated by) us, as well as in the event of misuse, incompetent use or incorrect storage of the goods, use contrary to the instructions for use and safety regulations of the goods, or external circumstances.

**7.5** You are obliged to inspect the delivered goods (or have them inspected) immediately when the goods are made available to you or the relevant work has been carried out. In doing so, you must check whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements agreed upon by the parties in this regard.

**7.6** Visible defects must be reported to us in writing within 14 days of delivery. Non-visible defects must be reported to us in writing immediately, but in any case no later than 14 days after discovery. The report must contain as detailed a description of the defect as possible, so that we are able to respond adequately. You must give us the opportunity to investigate a complaint (or have it investigated).

**7.7** If defects/complaints about the goods and/or services delivered to you are not reported to us in writing within the aforementioned periods, you will be deemed to have agreed to the delivery and to have waived all rights and powers available to you under the law and/or agreement.

**7.8** If it is established that a complaint is unfounded, the costs incurred as a result, including the investigation costs incurred by us, will be borne in full by you.

**7.9** Contrary to the statutory limitation periods, the limitation period for all claims and defences against us and third parties involved by us in the performance of an agreement is one year.

**7.10** The submission of a complaint does not affect the fulfilment of payment obligations.

## **Article 8 – Retention of title**

**8.1** All goods delivered to you remain our property, but at your expense and risk, until all amounts owed by you for the goods delivered or to be delivered or work performed or to be performed under the agreement, as well as claims due to your failure to comply with this or similar agreements, including interest and collection costs, have been paid in full by you.

**8.2** You and/or your auxiliary persons shall exercise all due care and take all appropriate measures to separate the goods referred to in the previous paragraph and keep them separate from the other goods present at your premises and/or those of your auxiliary persons. To this end, you shall in any case store and/or mark the items referred to in the first paragraph separately in such a way that they are clearly recognisable to third parties as our property. You are obliged to grant us or our authorised representative free access at all times to the premises where the items delivered by us are located.

**8.3** As long as ownership of the delivered items has not been transferred to you, you are not permitted to process the items, remove them from your actual control, dispose of them, pledge them or otherwise encumber them.

**8.4** You are obliged to inform third parties who wish to recover the goods delivered by us of our right of ownership. Furthermore, you are obliged to inform us immediately.

**8.5** If you fail to fulfil your obligations or if we have good reason to fear that you will fail to fulfil your obligations, we may invoke the retention of title.

**8.6** If we invoke the retention of title we have established, you are obliged to immediately and free of charge bring the delivered goods into our actual possession upon request.

## **Article 9 – Intellectual property**

**9.1** All intellectual property rights to all material developed or made available under the agreement (collectively referred to as: "Information") are vested exclusively in us or our licensors.

**9.2** You only acquire the rights of use and powers expressly granted to you in these terms and conditions or otherwise. The ownership of the information referred to in paragraph 1 remains inalienable with us, but at your expense and risk.

**9.3** You are not permitted to make the information available to third parties, to reproduce it or to make copies of it (or have copies made), unless and insofar as we have given our prior written consent.

**9.4** You are obliged to maintain confidentiality regarding all Information made available to you by us, unless we have given written permission for disclosure.

## **Article 10 – Liability**

**10.1** Our total liability for attributable failure to perform the agreement is limited to compensation for material and direct damage up to a maximum of the price stipulated separately for the items in question (excluding VAT), insofar as:

- the damage is the direct result of our intent or deliberate recklessness or that of the persons we employ in the performance of the agreement;
- the damage is the direct result of a demonstrable defect in the items produced and delivered by us, insofar as these do not offer the safety that may be expected of them, taking all circumstances into account;
- it is directly caused by the performance of work carried out under the agreement.

**10.2** We are never liable for indirect damage, suffered by you or third parties, including all damage that is not direct damage and therefore in any case, but not limited to, consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage due to failure to achieve marketing objectives, damage related to the use, loss, mutilation or destruction of data, loss of orders,

claims by third parties, fines or additional assessments and/or PR damage.

**10.3** Furthermore, we are not liable for damage suffered by you as a result of editorial and/or content inaccuracies and/or incompleteness in the goods and/or services delivered by and/or on behalf of us.

**10.4** In any case, we accept no liability for the damage described above for which we are not insured and for which we were not required to be insured under the customs prevailing in the industry. Furthermore, our total liability will never exceed the amount of € 4,500 in total per event.

**10.4** We can only be held liable for direct damage for which we have expressly accepted liability in these terms and conditions.

**10.5** You indemnify us against all claims from third parties for liability that is not incumbent upon us pursuant to the previous paragraphs of this article.

**10.6** We shall never be liable for damage insofar as the cause of that damage lies in the careless use of the delivered goods.

**10.7** If it appears that the delivered goods are not sound, Triofast will decide whether to 1) repair the goods, 2) replace the goods, or 3) issue a credit note for a proportionate part of the invoice.

**10.8** If we have agreed on a manufacturer's warranty, you can only demand compliance with this manufacturer's warranty.

**10.9** In all cases, you are obliged to give Triofast adequate opportunity to repair any defect or to redeliver the goods, failing which your claims will lapse. You are obliged to grant Triofast a reasonable period of time in writing for repair before Triofast can be in default. If you have not given Triofast a (reasonable) opportunity to repair, all liability for damage or costs is excluded.

**10.10** You can only invoke Triofast's obligations arising from this article if you have fully complied with your obligations towards Triofast.

## **Article 11 – Force majeure**

**11.1** Force majeure is understood to mean: any circumstance beyond the control of the parties or unforeseeable circumstance as a result of which the other party can no longer reasonably be expected to fulfil the agreement, for example in the event of fire, flooding, strike, epidemics, civil war, government measures, permits not being available (on time), trade embargoes, labour unrest, power failures, business interruptions, breach of contract or delay on the part of our supplier(s) and third parties engaged by us in connection with the performance of the agreement or their personnel, and the unavailability or insufficient availability of materials, transport, fuel, energy and labour.

**11.2** If, in our opinion, the force majeure is of a temporary nature, we have the right to suspend the performance of the agreement until the circumstances giving rise to the force majeure no longer exist.

**11.3** If, in our opinion, the force majeure situation is of a permanent nature, or if the performance of the agreement has been suspended for more than three months or as soon as it is certain that it will last at least three months, either party may demand by registered letter that the agreement be adapted to the circumstances or be dissolved with immediate effect for the part concerned, without the parties being liable to pay compensation to each other.

**11.4** We are always entitled to demand payment for the services performed in the execution of the agreement in question before the force majeure event or circumstance became apparent.

**11.5** The party that believes it is in a situation of force majeure must immediately notify the other party thereof.

## **Article 12 – Dissolution, suspension, set-off**

**12.1** If you:

- are declared bankrupt, transfer your estate, file for a moratorium on payments or have all or part of

your property seized;

- (in the case of a natural person) die or be placed under guardianship;
- fail to fulfil your obligations under the law or agreement, or fail to do so properly;
- fail to pay an invoice amount or part thereof within the specified period or fail to comply with our request for advance payment, cash payment or security for payment in advance pursuant to Article 6.7 of these general terms and conditions;
- proceeds to strike or transfer your business or a significant part thereof, including the contribution of your business to a company to be established or already existing, or proceeds to change the objective of your business,

we shall be entitled, by the mere occurrence of one or more of these circumstances, to terminate the agreement in whole or in part by means of a written statement without any judicial intervention or notice of default being required, as well as the right to demand immediate payment of any amount owed by you under the agreement concluded with you, without any warning or notice of default being required, without prejudice to our right to compensation for all direct, indirect and consequential damage, including lost profits, and without prejudice to all other legal rights to which we are entitled.

**12.2** If, even after a written reminder to that effect, we fail to fulfil our obligations, or fail to do so in a timely or proper manner, you may terminate the relevant agreement for the defective part, without, however, being entitled to compensation for (termination) damage, without prejudice to the applicability of the provisions contained in these terms and conditions regarding retention of title.

**12.3** Under no circumstances are you entitled to suspend or set off your obligations.

### **Article 13 – Processing personal data**

**13.1** We may record personal data about you in the context of our services. We have taken appropriate measures to protect the personal data provided. For information on how and why, please refer to our Privacy Statement, which can be found on our website [www.triofast.nl](http://www.triofast.nl).

### **Article 14 – Applicable law and competent court**

**14.1** All offers and agreements to which these terms and conditions apply are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.

**14.2** All disputes arising from or related to an offer, order, agreement or commitment to which these terms and conditions apply will in the first instance be settled exclusively by the court with absolute jurisdiction in the district of Rotterdam.