



General Terms of Sale and Delivery Molenkoning BV Voederheil 6A, 5411 RK Zeeland (NL)

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Article 1 – Applicability

- 1.1 These general terms of sale apply to all our quotations, offers, agreements, however named, and any resulting obligations.
- 1.2 Deviations from these conditions can only occur in writing.
- 1.3 The applicability of any general terms and conditions handled by the client are not applicable, and are hereby expressly rejected and declared inapplicable.
- 1.4 The term 'client', in the sense of these general conditions, means all those with orders or purchase orders, who purchase products or enter into agreements with us, regardless of their name.

Article 2 – Offers / Orders

- 2.1 Our offers and quotations are valid for 8 days or as long or short as indicated therein, yet are always entirely without obligation. Such quotation and offers are therefore, at best, an invitation to enter into negotiations. We may still revoke them within 5 working days after acceptance.
- 2.2 If a client issues an order without a prior offer from us, an agreement is only entered into if we confirm such in writing, within 8 days after receipt, or actually implement it.
- 2.3 We expressly point out that a building permit is required for some of our products. If a permit is not available before construction has started, then the risk shall be borne by the client. If a building permit is not granted, we are not obliged to take the product back.

Article 3 - Prices

- 3.1 All prices include delivery duties paid by Molenkoning BV in Reek and do not include additional costs, fees, packaging expenses and costs related to additional work etc., and are VAT exclusive. From that moment, the products are at the expense and the risk of the client, provided that the property is only transferred after full payment has been made, as stated in Article 10. In the event of International transactions, we reserve the right to refer to and explain the applicable Incoterms, as last laid down by the International Chamber of Commerce (unless otherwise agreed to).
- 3.2 We are authorized to increase the agreed upon prices, pursuant to cost increases, regardless of the nature and reason therefore, and therefore also as a result of things such as increased resource costs, general wage increases or inflation corrections.
- 3.3 After completion, if any amendments are necessary to acquire a permit, these will be charged separately. The static calculations and drawings for constructions and foundations will be sent to the client, after concluding the contract. The client shall be responsible for covering the cost of the building application, in relation to an architect / structural engineer and for checking over the static calculations. The foregoing also applies for any reporting requirement imposed in some cities.

Article 4 – Delivery and risk

- 4.1 The specified delivery times shall never be deemed strict deadlines and are purely indicative. When exceeding the specified deadline, we will only be in default after written notice of such and a reasonable period stated therein has expired.
- 4.2 Deliveries, delivery duties paid, excluding unloading and service transfers, unless otherwise agreed to.
- 4.3 Partial deliveries are allowed.



4.4 The use of supplied materials is only allowed upon full payment and a signature for approval after completion.

Article 5 - Assembly and Collection

5.1 The General Terms and Conditions of Assembly and Installation apply for assembly.

5.2 The client is obliged to cooperate in a manner necessary for us to carry out the order, and to provide said cooperation, as desired by us, immediately upon request, expressly including the obligation to collect the purchased goods.

5.3 Collection is considered to have been refused if the ordered goods were offered up for collection or delivery to the client – which means, among other things, that the client was informed that the goods are available, considering the provisions in Article 3.1 – yet collection or delivery has proven impossible, or the client has refused to receive the goods. The client shall therefore and without any further notice, immediately be in default, meaning, in part, that the risk of loss or damage is transferred to the client.

5.4 All our expenses resulting from the refusal to collect are for the account and risk of the client, without prejudice to our other rights regarding said shortcoming of the client. Said expenses specifically include reasonable compensation for storage, related to the local usual rates, as well as insurance costs, if we deem them appropriate. In the event of termination of the agreement, we reserve the right to claim the entire amount to which was agreed, less the saved expenses. If we are unable to furnish proof of a larger part of the saved expenses, this will be agreed to at 20% of the order value. We reserve the right to furnish proof of the savings being less than 20%. A commission or order may only be terminated by the client after prior written notice and upon payment of all reasonable and appropriate termination fees, including but not limited to all costs incurred in the application or agreement into which was entered prior to the effective date of the notice of termination and all costs incurred by Molenkoning regarding said termination and other indirect costs, plus a reasonable profit thereon.

Article 6 – Claims

6.1 The client is responsible for checking the quantity of delivered goods. If the client does not file a claim in writing, and has not done so in any event within 48 hours of the goods actually being received, then the amounts stated on the bills of lading, delivery notes, invoices or other such documents shall be deemed correct.

6.2 Other claims should be submitted to and received by us in writing no later than 8 days after actual receipt of the goods or after any damages, shortages, or defects are discovered or could have been discovered by the client.

6.3 No rights may be derived from the manner in which the samples, models or designs were fashioned. The latter also applies to catalogues, photos, images and such.

6.4 If the goods are fully or partially processed by the client, they are thereby deemed approved and we shall therefore be absolved from any liability for such, unless the defect was first discovered by or upon initial use.

Article 7 - Payment

7.1 The payment schedule amounts to 50% upon order and 50% four days before delivery, unless otherwise agreed.

7.2 Claims regarding invoices should be submitted in writing within 8 days of the invoices being sent.



7.3 If the client has not paid within this period, we have the right to charge an interest rate of 1% (one percent) per month, starting from the due date of the invoice, without prejudice to related rights further granted to us (refer to Article 5.3).

7.4 Payment must be made in euros at our offices or to an account designated by us, unless we have stated in writing that payment may be effected in a different currency.

7.5 All extra-judicial collection fees incurred by us in order to honor the client's commitments shall be accountable to the client.

7.6 We reserve the right to request a Letter of Credit (documentary credit) or any other valid form of (payment) guarantee or surety prior to proceeding to production and/or delivery, and shall make such request exclusively at our own discretion.

Article 8 – Settlement / Deferment

8.1 Settlement, deduction, discount or deferment of the payment obligation is not permitted, unless we have unconditionally or unequivocally acknowledged the counterclaims in writing.

Article 9 – Default

9.1 If the client does not fulfill any obligation arising from the agreement, or does so improperly or in an untimely manner, or should there be (an application for) bankruptcy, (request for) suspension of payment, receivership of the customer or shutdown, dissolution or liquidation of the company or a similar measure under foreign law, the client will be deemed automatically and immediately in default and we will be entitled, without prejudice to our other rights and without notice of default or judicial intervention being required, to dissolve the agreement in whole or in part or to suspend the (further) execution of the agreement. We are furthermore entitled in such cases to claim immediate payment of what is due to us.

Article 10 - Retention of ownership

10.1 All goods supplied by us shall remain our property until full payment of all our claims arising from contracts to supply goods and related activities (if any), or to pay claims for breaches in the performance of such contracts. Until the time of full payment, the client is not authorized to allow third parties to use the goods, to lease them, pledge them, transfer ownership or otherwise dispose of or encumber the goods.

10.2 As long as full payment has not been remitted and the client remains in default, or if we have a good reason to fear that the buyer will be in default, we may, without prior notice, recover the (property of the) delivered goods, or reclaim the goods. The client hereby irrevocably and unconditionally grants us the authority to enter his / her premises.

10.3 The client is obliged to carefully insure the goods, in any case, against risks such as theft, damages and destruction. The client is not permitted to pass on any claims against his / her insurer under insurance policies referred to in this paragraph to third parties or pledge them as security (in the broadest sense) to others. Compensation paid related to damages and loss of the goods referred to in this Article, shall take the place of the goods in question. Upon our initial request, the client shall provide all the cooperation we desire so that such benefits can be paid out to us or so as to establish surety on such benefits - among other things, in the form of a right of pledge - on our behalf.



Article 11- Exoneration

11.1 In the event that delivery is late, incomplete, improper or fails imputably, our obligation to compensate for loss or damage may be deemed entirely fulfilled by completing delivery of, improving or repairing that which the client purchased, actions of which shall be at our discretion.

11.2 Our liability shall be expressly limited in all cases to the provisions under section 1 of this Article; or, if there is no replacement, improvement or repair, it shall be limited to the amount of the purchase price, so that we shall neither be liable for any (additional) damage, including consequential damages, nor held financially accountable under any circumstances for business losses, loss of profit, losses or damage resulting from personal accidents, loss resulting from claims by external parties against the purchaser or any other damage whatsoever.

11.3 The provisions of this Article shall not affect our potential liability under the mandatory provisions concerning product liability.

Article 12- Indemnification

12.1 Under no circumstances shall we be additionally liable to third parties for losses or damage incurred in the execution of the agreement to which these terms and conditions apply, beyond our liability towards the client. The client indemnifies us judicially and extrajudicially against any further liability and, where possible, shall stipulate similar exoneration terms on our behalf in agreements concluded with third parties.

Article 13- Force Majeure

13.1 Under no circumstances shall a breach in the specific performance of the agreement be deemed valid (or a risk to us) in the event of force majeure, including but not limited to: default and/or breaches for which our suppliers, contractors, sub-contractors, transporters or other third parties we have engaged are responsible; fires, strikes, political strikes or exclusion; riot or insurrection, war, governmental action - whether or not political in nature - including export, import or transit bans; climatological circumstances, special ground conditions, frost and all other such acts of God, to the extent that we cannot reasonably be bound to execute, deliver, or perform on the agreement and/or reasonably be deemed responsible for such acts and/or reasonably could not have foreseen them.

Article 14 – Warranty

14.1 The warranty may be invoked solely by the first owner of the relevant MK product. The warranty is non-transferable.

14.2 Defects to a horse walker that can be demonstrably traced back to an electrical or mechanical problem and is covered under a valid warranty shall be repaired, free of charge, within 24 months after delivery of the horse walker. Costs to transport the parts to and from Molenkoning B.V. shall be borne by the owner, unless the part in question is covered under warranty.

14.3 No claim under warranty shall be honored if the damage, loss, or defects are attributable to improper use, improper maintenance or failure to observe the operating or assembly instructions. A claim under warranty shall expire if persons not authorized by Molenkoning carried out repairs or other work, or if the horse walker is fitted with spare parts, extensions or accessories other than the WWW. MOLEN KONING .COM 7 original parts, thereby causing defects. We shall not be liable for damage or defects caused by unsuitable or improper use. We shall not be liable for faulty assembly by the client or third parties.



14.4 Warranty issues shall not imply an extension of the warranty period, nor shall they constitute the start of a new warranty period. The warranty period for built-in spare parts shall end at the same time as the warranty period for the whole.

14.5 The warranty applies to all moving components provided that they are equipped with an automatic lubrication system. The warranty is only valid if the refill is purchased at some point over the course of two years. If an end client has not purchased an automatic lubrication system, then no claim under warranty may be made.

14.6 The roofs of the Molenkoning horse walker are covered under warranty against construction and manufacturing defects for five years, effective from the date of delivery. This warranty period does not apply if the defect is caused by improper use of the product or incompetent repair or replacement. Think of abnormal loads, deterioration by aggressive substances, incorrect maintenance, repairs by inexperienced individuals and unsatisfactory maintenance to specific parts. Also, damage due to incorrect assembly or failure to observe the instructions for use is not covered under this warranty. Normal wear and tear is also excluded from warranty.

14.7 Galvanization is a recognized and effective method against corrosion, especially against ammonia, feces and urine. However, corrosion may occur after several months of use. Corrosion occurs mainly in areas where the zinc layer is exposed to constant moisture and/or inadequate ventilation. The critical areas must be cleaned regularly and given adequate ventilation. Deterioration of the galvanization shall not be grounds for a warranty claim. Contamination by insect excrement (circle-shaped markings with white rust) shall also not be grounds for a claim. We advise the client to wash the spots and quickly remove them to minimize the corrosive effect. Also, white spots due to storage, mainly due to basic zinc oxide formed during storage in moist conditions after hot-dip galvanizing, are not a reason for disapproval.

14.8 Damage to the powder coating caused by other mechanical damage may result in detachment of the coating. This is not a claim for warranty.

14.9 Changes in Douglas softwood, bamboo or other natural products caused by drying, or the splits, fissures and holes that may form in them are unavoidable in the long term. These are natural products and the functioning of said products may not be deemed a defect. We cannot be held responsible for shrinking, warping, cracking or movement after completion and delivery. Shrinking and warping of the timber is due to the drying process and any cracking sounds that may accompany such changes cannot be accepted as grounds for a complaint.

14.10 After the first year of use, the following conditions apply:

1. Labor costs and travel expenses shall be charged.
2. If components need to be replaced that can no longer be provided due to type changes in the manufacturing, then an alternative may be used.

Article 15- Applicable Law

15.1 All disputes arising from these General Terms of Sale and the agreements we have concluded with the client shall be brought before and settled by the competent Court. This agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands