General terms and conditions
Part A – General terms and conditions

These general terms and conditions apply to all deliveries and services by Grip Lifting Equipment B.V., established in Bergambacht at Smederijstraat 23, registered in the Trade Register of the Chamber of Commerce in Utrecht under number 76679764. All previous versions are hereby superseded.

Article 1 - Definitions
In these terms and conditions, the following definitions apply:

GRIP: Grip Lifting Equipment B.V., established in Bergambacht, as well as its legal successors. These terms and conditions do not create any obligations for group companies other than GRIP; those other companies are not a party to the Agreement and cannot be held liable under it.

Group Companies: the group companies of GRIP within the meaning of Article 2:24b of the Dutch Civil Code, including GRIP Lifting Equipment B.V.

Counterparty: any natural person acting in the course of a profession or business, legal entity or other entity that enters into, or wishes to enter into, an agreement with GRIP.

Reseller: the Counterparty that purchases the Products in whole or in part with the intention of reselling them to third parties, whether or not in modified form, or of otherwise placing them on the market.

Agreement: any agreement between GRIP and the Counterparty, including sale, rental, service, maintenance, inspection, examination, repair and the supply of parts.

Product: any machine, vacuum lifter, glass suction lifter, lifting or hoisting equipment, accessory, part or other item supplied by GRIP.

Rental Equipment: all items rented out by GRIP.

Documentation: all manuals, safety instructions, assembly instructions, examination reports, certificates, drawings, software, firmware and other technical information provided by GRIP.

Services: all services performed by GRIP, including service, maintenance, inspections, examinations, repairs, technical support and advice.

In Writing: by letter, email, digital customer portal or other electronic means of communication.

Article 2 - Applicability
1. These terms and conditions apply to all offers, quotations, agreements, deliveries and Services of GRIP.
2. Deviations from these terms and conditions are valid only if expressly confirmed in writing by GRIP.
3. The Counterparty's general terms and conditions are expressly rejected.
4. The consequences of nullity or voidability of a provision of these terms and conditions are governed by Article 16, paragraph 5.
5. If a written agreement exists between the parties, the following order of precedence applies in the event of inconsistency:
   a. the written agreement;
   b. the annexes thereto;
   c. these general terms and conditions;
   d. other GRIP documentation.
6. GRIP makes these general terms and conditions available to the Counterparty before or, at the latest, upon conclusion of the agreement, including by attaching them to each quotation or order confirmation and by keeping them permanently available, free of charge, for consultation and download at www.grip-lifting.com.
7. The Counterparty may not transfer any rights or obligations under the agreement to a third party without GRIP's prior written consent. GRIP is entitled to transfer rights and obligations under the agreement, including claims against the Counterparty, to a third party.

Article 3 - Quotations and offers
1. All quotations and offers of GRIP are non-binding unless expressly stated otherwise.
2. Quotations are valid for 30 days from the quotation date unless indicated otherwise.
3. Obvious errors, clerical mistakes, calculation errors or oversights do not bind GRIP.
4. Catalogues, brochures, websites, drawings, images and technical specifications are intended for general information only.
5. GRIP reserves the right to withdraw quotations for as long as no agreement has been concluded.

Article 4 - Conclusion of agreements
1. An agreement is concluded by:
   - written order confirmation by GRIP;
   - signing of an agreement;
   - digital acceptance of a quotation;
   - or actual performance of the order.
2. Oral commitments bind GRIP only after written confirmation.
3. Amendments to an agreement are valid only if agreed in writing.
4. Once the Counterparty has contracted with GRIP on the basis of these general terms and conditions, these terms and conditions also apply to all future agreements, unless agreed otherwise in writing.
5. The fact that GRIP and a Counterparty do business with each other over any period on the basis of repeated, separate agreements, even if the Counterparty resells the Products, does not give rise to a continuing cooperation, distribution or agency agreement. Each agreement constitutes an independent, one-off sales agreement. On the mere basis of earlier or repeated orders, a Counterparty has no right to continuation of the relationship, to a notice period, to exclusivity within any territory or customer segment, or to any compensation upon termination of the relationship by GRIP, unless the parties have expressly agreed otherwise in writing.

Article 5 - Prices
1. All prices, rental rates, service, inspection, examination and maintenance rates, and other fees quoted by GRIP are exclusive of VAT and other taxes, levies and duties

imposed by the government, unless agreed otherwise in writing.

2. Unless agreed otherwise in writing, prices and rates are also exclusive of:
   a. transport and shipping costs;
   b. handling fees;
   c. travel and accommodation costs;
   d. call-out charges;
   e. assembly and installation costs;
   f. examination, certification and inspection costs;
   g. packaging costs;
   h. insurance;
   i. permits;
   j. third-party costs.
3. The prices and rates quoted by GRIP are based on the cost factors applicable at the time of the offer.
4. If, after the quotation has been issued or the agreement has been concluded, an increase occurs in cost-determining factors, including raw material prices, energy prices, labour costs, transport costs, exchange rates, taxes, levies or supplier prices, GRIP is entitled to adjust the agreed prices and rates accordingly.
5. If an adjustment as referred to in the previous paragraph takes place within three months after the conclusion of the agreement and results in an increase of more than 10% of the originally agreed price, the Counterparty is entitled, within two weeks after notice of the price increase, to dissolve the agreement in writing for the part not yet performed, without GRIP being obliged to pay any compensation.
6. Additional work, additional deliveries, extra Services, rush orders or work outside the original order will be charged separately to the Counterparty.
7. The prices and rates used by GRIP are denominated in euros, unless agreed otherwise in writing.
8. Obvious errors, mistakes, misprints or calculation errors in quotations, price lists, websites, brochures or other communications do not bind GRIP.

Article 6 - Payment

1. Payment must be made upon delivery (or collection) of the Products or Services, unless GRIP has expressly allowed the Counterparty a payment term in writing. In that case, payment must be made within 30 days of the invoice date, without any discount, suspension, set-off or netting, by deposit or transfer into a bank account designated by GRIP.
2. The value date stated on GRIP's bank statement is deemed to be the date of payment.
3. Set-off, suspension or withholding by the Counterparty is excluded.
4. If the payment term is exceeded, the Counterparty is in default by operation of law.
5. From the due date, statutory commercial interest is payable.
6. All judicial and extrajudicial collection costs are for the account of the Counterparty.
7. If the Counterparty consists of several natural persons and/or legal entities that have jointly entered into an agreement with GRIP, they are jointly and severally liable for the performance of all resulting obligations towards GRIP.
8. Payments received by GRIP are applied successively to outstanding costs, accrued interest and then to the oldest outstanding principal amount, regardless of any different designation by the Counterparty.

Article 7 - Retention of title

1. All Products supplied by GRIP remain the property of GRIP until the Counterparty has fully satisfied all its obligations under the agreement(s) concluded with GRIP, including the purchase price, interest, costs and any damages.
2. The retention of title also extends to all claims of GRIP against the Counterparty arising from the same legal relationship, including interest, extrajudicial and judicial costs and damages owed.
3. Insofar as the Counterparty is a Reseller, resale of the Products in the ordinary course of its business is permitted, even for as long as the retention of title under this article has not lapsed. At GRIP's first request, the Reseller is obliged to assign to GRIP the claims it acquires or will acquire against its own customer arising from any such resale, or to establish a right of pledge on them for the benefit of GRIP, as additional security for the performance of its obligations towards GRIP.
4. The Counterparty is not entitled to pledge the Products delivered under retention of title, to encumber them in any other way, or to transfer them to third parties as security.
5. If the Counterparty fails to meet its payment obligations on time, GRIP is entitled to take back, or have taken back, the Products delivered under retention of title without prior notice of default. To that end, the Counterparty shall, upon request, grant GRIP access to the places where the Products are located and shall provide all cooperation reasonably necessary.
6. The Counterparty is obliged to keep the Products delivered under retention of title with due care and as recognisable property of GRIP, to insure them adequately against, among other things, fire, theft and water damage, and to give GRIP, at its first request, access to the relevant insurance policy and proof of payment of the premium.
7. If third parties seize the Products delivered under retention of title or wish to establish or assert rights over them, the Counterparty is obliged to notify GRIP thereof in writing immediately.

Article 8 - Intellectual property

1. All intellectual property rights in drawings, designs, manuals,
   software, documentation and technical information vest exclusively in GRIP or its Group Companies.
2. Without GRIP's prior written consent, these may not be copied, made public or provided to third parties.
3. To the extent necessary for the intended use of a Product, GRIP grants the Counterparty a limited, non-exclusive and non-transferable right to use the software and firmware embedded in that Product.

Article 9 - Force majeure

1. Force majeure means any circumstance beyond GRIP's reasonable sphere of influence as a result of which GRIP cannot reasonably fulfil its obligations under the agreement, temporarily or permanently.
2. Force majeure includes, among other things: war, threat of war, terrorism, riots, sabotage, epidemics, pandemics, government measures, sanctions, strikes, work stoppages, transport obstructions, fire, explosion, power, gas, internet or telecommunications outages, cyber incidents, failure of digital systems, disruptions at suppliers or carriers,

shortages of raw materials, materials or parts, extreme weather conditions, including storm, flooding, snowfall, freezing rain, extreme heat or other weather conditions that make transport, delivery, rental, service work or safe use of Products or Rental Equipment reasonably impossible, as well as any other circumstance beyond GRIP's reasonable sphere of influence that temporarily or permanently prevents the performance of its obligations.

3. During a force majeure situation, GRIP's obligations are suspended for the duration of the force majeure, without GRIP being obliged to compensate any damage.
4. If the force majeure situation lasts longer than sixty (60) days, both parties are entitled to dissolve the agreement in whole or in part in writing, without being obliged to pay any compensation. Performance already rendered by GRIP may in that case be invoiced separately and must be paid by the Counterparty.
5. GRIP will notify the Counterparty in Writing as soon as it can reasonably foresee that it will invoke force majeure, stating the cause and, insofar as possible, its expected duration.

Article 10 - Privacy and digital communication

1. GRIP processes personal data in accordance with the applicable privacy legislation, including the General Data Protection Regulation (GDPR), and as further described in its privacy statement on its website. Insofar as GRIP, in performing the agreement, processes personal data on behalf of the Counterparty as a processor within the meaning of the GDPR, the parties shall conclude a separate data processing agreement for that purpose.
2. Data and documents provided by the Counterparty to GRIP are not retained for longer than necessary for the performance of the agreement and the related statutory obligations, unless mandatory law prescribes a longer retention period.
3. The parties shall treat as confidential, and use solely for the purpose for which it was provided, any non-public business, financial and technical information that they receive from each other in connection with the agreement and that has been designated as confidential or whose confidential nature is reasonably apparent.
4. Electronic communication between the parties constitutes valid evidence.
5. GRIP is not liable for damage resulting from disruptions in electronic means of communication that are beyond its reasonable control.
6. Electronically sent statements, notices, order confirmations, quotations, reports and invoices are deemed to have reached the Counterparty at the moment of sending, unless the Counterparty proves otherwise.

Article 11 - Suspension and dissolution

1. GRIP is entitled to suspend its obligations if:
    - the Counterparty fails to perform;
    - payment arrears exist;
    - the creditworthiness of the Counterparty proves insufficient.
2. GRIP is entitled to dissolve the agreement in whole or in part if:
    - suspension of payments is applied for;
    - bankruptcy is applied for;
    - an attachment is levied;
    - the business is discontinued.
3. In those cases all outstanding claims become immediately due and payable.
4. The exercise by GRIP of any right under the agreement or these terms and conditions does not constitute a waiver and does not limit GRIP in the exercise of other rights.

Article 12 - Liability

1. Any liability of GRIP is limited to direct damage.
2. Liability for indirect damage is excluded, including:
    - consequential damage;
    - business loss;
    - loss due to stagnation of operations;
    - loss of production;
    - delay damages, including damage caused by project delay;
    - loss of profit;
    - missed savings;
    - damage due to standstill of projects;
    - damage suffered by third parties.
3. Insofar as liability is established, it is limited to a maximum of the invoice value, excl. VAT, of the relevant agreement.
4. If GRIP's liability insurance provides cover in a specific case and pays out a lower amount, the amount actually paid out applies as the maximum.
5. The limitations in this article do not apply in the event of intent or deliberate recklessness on the part of GRIP or its managers.
6. The provisions of this article do not affect GRIP's liability insofar as it cannot be limited or excluded under mandatory law, including the statutory provisions on liability for damage resulting from death or personal injury and the statutory rules on product liability.
7. Any legal claim of the Counterparty against GRIP, regardless of the legal basis, lapses if it has not been submitted to GRIP in writing within twelve (12) months after the Counterparty became aware, or could reasonably have become aware, of the damage and of the person potentially liable for it, and subsequently brought before the court within the applicable statutory period.
8. The exclusions and limitations of liability included in these general terms and conditions, as well as the indemnities in favour of GRIP, also apply in favour of its Group Companies, directors, employees, auxiliary persons engaged by it, subcontractors, representatives, dealers and other persons or parties involved by GRIP in the performance of the agreement. These persons and parties may invoke them directly.

Article 13 - Insurance

1. During the term of the agreement, the Counterparty shall ensure adequate insurance of the Products against all reasonably insurable risks, including in any event damage, loss, theft, fire and transport. For the insurance of Rental Equipment, Article 41 applies.
2. Proof of insurance must be provided upon request.

Article 14 – Right of retention

1. GRIP is entitled to retain all Products, Rental Equipment, parts, documents and other items that it holds in connection with the performance of the agreement until the Counterparty has fully satisfied all its due and payable obligations towards GRIP.
2. The right of retention may also be exercised for earlier agreements between the parties, insofar as the outstanding claims are sufficiently connected to them.

Article 15 - Export, sanctions and legal compliance

1. In the purchase, rental, use, resale, export, re-export and any other transfer or making available of Products, Rental Equipment, Documentation, software and technology, the Counterparty shall comply with all applicable export, sanctions, customs and trade legislation. This includes in any event the sanctions and export control regulations of the European Union and the Netherlands, including Regulation (EU) No 833/2014, Regulation (EC) No 765/2006 and Regulation (EU) 2021/821. It also includes sanctions measures of the United Nations and, where applicable, of the United Kingdom and the United States (hereinafter collectively: 'Sanctions Regulations').
2. GRIP is entitled to suspend the performance of an agreement, including any delivery, rental or Services, or to refuse an order, if in its reasonable judgment it doubts whether such performance complies with the Sanctions Regulations, or if the Counterparty fails to comply timely with a request as referred to in paragraph 6.
3. The Counterparty indemnifies GRIP against all claims of third parties, fines, penalties and other damage, including reasonable legal assistance costs, arising from a failure by the Counterparty to comply with this article.
4. The Counterparty is prohibited from directly or indirectly selling, supplying, transferring, exporting or otherwise making available to the Russian Federation or Belarus, to any natural person, legal entity, entity or body in those countries, or for use in those countries, any Products, Rental Equipment, Documentation, software or technology that it has obtained from or through GRIP. The same applies to any other destination, party or end use for which a prohibition or licensing requirement applies under the Sanctions Regulations, unless the required licence has been obtained and submitted to GRIP.
5. The Counterparty warrants that neither it, nor its directors, nor its (direct or indirect) shareholders are included on a sanctions list under the Sanctions Regulations. It also warrants that it is not owned as to 50% or more, or controlled, by such a person or entity. The Counterparty shall inform GRIP in Writing without delay if this warranty becomes inaccurate.
6. Upon first request and within ten (10) working days, the Counterparty shall provide GRIP with all information that GRIP reasonably requires to verify compliance with the Sanctions Regulations, including information on the final destination, the end user and the end use of the Products. Upon request, it shall sign an end-user declaration.
7. If the Counterparty resells or otherwise makes Products or Rental Equipment available to third parties, it shall impose the obligations under this article, including the prohibition in paragraph 4, on its customers. It shall oblige those customers in turn to impose these obligations on their own customers. In addition, it shall take appropriate measures to prevent these obligations from being undermined further down the trade chain, such as screening customers and flagging unusual orders, payment routes or destinations.
8. The Counterparty shall notify GRIP in Writing without delay of any (suspected) violation of this article by itself or by a third party in the trade chain, including any attempt at circumvention, and shall provide all reasonable cooperation in an investigation thereof.
9. Any failure by the Counterparty to comply with this article constitutes a material breach. In that case GRIP is entitled to dissolve or suspend, with immediate effect, in whole or in part, all current agreements with the Counterparty, without notice of default and without being obliged to pay any compensation. In addition, the Counterparty forfeits to GRIP an immediately payable penalty of 25% of the total value of the agreement(s) concerned, with a minimum of € 25,000 per violation, without prejudice to GRIP's right to claim performance and/or full compensation.
10. GRIP is not liable for damage suffered by the Counterparty because GRIP fails to perform an agreement, or fails to perform it in a timely or complete manner, as a result of (changes in) the Sanctions Regulations or of a measure taken under this article.
11. The obligations under this article remain in force after the end of the agreement.

Article 16 - Governing law and disputes

1. All legal relationships between GRIP and the Counterparty are governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
3. Disputes shall be submitted exclusively to the competent court in the Midden-Nederland district, Utrecht location, unless mandatory law provides otherwise.
4. Insofar as the Counterparty is established in another Member State of the European Union, the choice of forum in the previous paragraph constitutes a choice within the meaning of Article 25 of Regulation (EU) No 1215/2012 (Brussels I Recast Regulation). The formal requirements set therein are satisfied because these terms and conditions, including this clause, have been made available to the Counterparty, in accordance with Article 2, paragraph 6, before or, at the latest, upon conclusion of the agreement.
5. If one or more provisions of these general terms and conditions prove to be null or voidable, this does not affect the validity of the remaining provisions. In that case the parties shall replace the provision concerned with a provision that comes as close as possible to the purpose and intent of the original provision.
6. These general terms and conditions have been drawn up in the Dutch language. If these terms and conditions are also made available in another language, in the event of a difference in interpretation between the Dutch text and its translation, only the Dutch text is decisive and binding.
7. Before a dispute is submitted to a court or to arbitration, the parties shall endeavour to resolve it through mutual consultation. If the dispute has not been resolved within thirty (30) days after notice thereof in Writing, each party is free to submit the dispute in accordance with this article. This paragraph does not preclude applying for (provisional or conservatory) measures and does not apply to claims for payment of invoices against which no timely protest was made.
8. If the Counterparty is established outside the European Union and outside the states that are party to the Lugano Convention (2007), disputes shall, notwithstanding paragraph 3, be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI), unless GRIP chooses to submit the dispute to the court referred to in paragraph 3. The arbitral tribunal shall consist of one arbitrator, the place of arbitration shall be Rotterdam and the proceedings shall be conducted in Dutch or, if the Counterparty so requests, in English.

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General terms and conditions
Part B – Terms of sale

The general terms and conditions and terms of sale apply to all deliveries and services by Grip Lifting Equipment B.V., established in Bergambacht at Smederijstraat 23, registered in the Trade Register of the Chamber of Commerce under number 76679764. All previous versions are hereby superseded. These terms of sale supplement Part A – General Provisions and apply to every sale of Products by GRIP.

Article 17 – Applicability

1. These terms of sale apply to all agreements under which GRIP sells Products to the Counterparty.
2. In the event of conflict between Part A and Part B, the provisions of Part B prevail insofar as they specifically relate to sales.

Article 18 – Product information

1. Product information, brochures, manuals, technical specifications, images and performance data are indicative.
2. GRIP reserves the right to implement technical changes and improvements without prior notice.

Article 19 – Delivery

1. Delivery periods are indicative unless a strict deadline has been expressly agreed in writing.
2. Exceeding an indicative delivery period does not entitle the Counterparty to:
    - compensation;
    - suspension of payment obligations;
    - dissolution of the agreement.
3. Delivery in instalments is permitted.
4. Each partial delivery may be invoiced separately.
5. The provisions of the second paragraph of this article do not apply if and insofar as the parties have expressly agreed in writing a strict delivery deadline as referred to in the first paragraph of this article.
6. The Counterparty is obliged to take delivery of the Product within the agreed period or within four weeks after the delivery date specified by GRIP in writing. If the Counterparty does not take delivery of the Product within that period, GRIP is entitled to dissolve the agreement without judicial intervention and to claim a fixed compensation of 25% of the invoice amount of the Product not taken, without prejudice to GRIP's right to claim compensation for higher damage actually suffered, and less any amount the Counterparty has already paid as a down payment.
7. The Counterparty is furthermore entitled to cancel an agreement in whole or in part before the Product has been delivered, in which case it owes GRIP compensation of 25% of the invoice amount of the Product not taken, without prejudice to GRIP's right to compensation for higher damage actually suffered.

Article 20 – Incoterms and transfer of risk

1. For international deliveries, the most recent Incoterms apply as stated in the quotation or order confirmation.
2. If no Incoterm has been expressly agreed in writing, delivery takes place FCA (Free Carrier, Incoterms® 2020) from GRIP's premises in Bergambacht.
3. The risk of loss, theft or damage passes to the Counterparty in accordance with the agreed Incoterm.
4. From the moment risk passes, all costs and risks are for the account of the Counterparty.

Article 21 – Transport

1. If GRIP arranges the transport, this is for the account of the Counterparty unless agreed otherwise in writing.
2. Transports arranged by GRIP are carried out by third parties.
3. Any transport damage must be noted in writing on the freight documents immediately upon receipt.
4. Visible damage must be reported to GRIP in writing within 24 hours.

Article 22 – Inspection and acceptance

1. The Counterparty must inspect the Products immediately upon receipt.
2. Any visible defects must be reported to GRIP in writing no later than five working days after delivery, without prejudice to the shorter period in Article 21.4 for visible transport damage.
3. Non-visible defects must be reported in writing without delay after discovery.
4. Failing timely notification, the Products are deemed to have been fully accepted.
5. The Counterparty must demonstrate that the Product does not conform to the agreement and that the defect already existed at the time of delivery.
6. Lodging a complaint does not release the Counterparty from its payment obligations and does not give rise to any right of suspension or set-off.
7. GRIP must be given the opportunity to investigate a reported defect. The Counterparty shall provide all reasonably necessary cooperation for that purpose.
8. If a complaint is found to be justified, GRIP shall, at its own option, repair or replace the Product, credit part of the purchase price or provide appropriate compensation. The Counterparty has no right to dissolution of the agreement or to additional compensation, except insofar as mandatory law provides otherwise.
9. Minor deviations in quality, finish, dimensions, capacity, colour or design that are customary in the industry or technically unavoidable do not constitute grounds for rejection, dissolution or compensation.
10. Complaints about invoices must be notified to GRIP in writing within fourteen (14) days of the invoice date, failing which the invoice shall be deemed correct and complete.

Article 23 – Warranty

1. GRIP warrants that the new Products it supplies will be free from material, design and manufacturing defects for a period of twelve (12) months after delivery, unless agreed otherwise in writing. This warranty applies only insofar as there has been normal use and subject to the warranty limitations and exclusions set out in Article 24.
2. The warranty covers only material and manufacturing defects.
3. The Counterparty must demonstrate that there is a defect covered by the warranty.

4. The warranty applies only to parts and repair work that, in GRIP's judgment, fall under the warranty.
5. For parts, components or products that GRIP has obtained from third parties, the warranty applies only insofar as, and under the conditions under which, the manufacturer or supplier concerned grants a warranty.
6. GRIP determines at its own option whether a defect is remedied by repair, replacement of parts, replacement of the Product or crediting of the part concerned.
7. For as long as the Counterparty has not fully complied with its payment or other contractual obligations, GRIP is entitled to suspend any warranty claim.
8. Performance of the warranty obligations by GRIP constitutes full satisfaction of any liability in respect of the defect concerned. In that case the Counterparty has no right to additional compensation, price reduction, dissolution or other remedy, except insofar as mandatory law provides otherwise.
9. Replaced parts become the property of GRIP.

Article 24 – Warranty exclusions

The warranty is expressly excluded for:

a. normal wear and tear;
b. gaskets, seals, rubber parts, filters and other parts subject to wear;
c. damage caused by misuse;
d. damage caused by overloading;
e. damage caused by insufficient maintenance;
f. damage resulting from transport after delivery;
g. modifications or repairs carried out by third parties;
h. use contrary to manuals or safety regulations;
i. damage caused by external influences, including fire, water, chemicals or weather conditions.

Article 25 – Sale of used or demonstration machines

1. Unless agreed otherwise in writing, used, refurbished or demonstration machines are sold in the condition in which they are found.
2. Deviations, signs of use or cosmetic damage do not constitute a defect.
3. For used machines, only the warranty agreed in writing applies.

Article 26 – Test placement and trial use

1. GRIP may offer the Counterparty the opportunity to test a Product during an agreed trial period.
2. GRIP may require a deposit for a test placement.
3. If the Counterparty proceeds to purchase within the agreed period, the deposit paid will be offset against the purchase price.
4. If no purchase is made, the test period will be treated as rental and the rental rates applicable at that time will be applied.

Article 27 – Parts

1. GRIP supplies spare parts for as long as they are reasonably available.
2. Stated delivery times for parts are indicative.
3. Rush deliveries may take place at additional cost.
4. The supply of parts does not guarantee immediate availability.

Article 28 – Safe use

1. The Counterparty is responsible for the safe use of the Product.
2. The Counterparty must ensure that only sufficiently instructed and authorised persons use the Product.
3. Manuals, safety regulations and maintenance instructions must be strictly observed.
4. GRIP is not liable for damage resulting from incorrect use of the Product.
5. The Counterparty may not, without GRIP's prior written consent, modify a Product, including by adapting software or firmware, in such a way that it constitutes a substantial modification within the meaning of Regulation (EU) 2023/1230 (the Machinery Regulation), or that the safety or conformity of the Product may otherwise be impaired. If the Counterparty, or a third party on its behalf, nevertheless makes such a modification, this is done entirely at its own expense and risk, the obligations resulting therefrom for a manufacturer rest on it, and all warranties of GRIP for that Product lapse.

Article 29 – Product changes and discontinuation of product lines

1. GRIP reserves the right to change, improve or discontinue products.
2. GRIP is not obliged to keep older models technically equivalent to newer models.
3. The discontinuation of a product does not give rise to any right to compensation.

Article 30 – Export and resale

1. The Counterparty is responsible for compliance with local laws and regulations in the country of destination.
2. Article 15 applies in full to the export and resale of Products.
3. Resale under the name or brand GRIP is permitted only if agreed in writing.
4. If the Counterparty is a Reseller, it is obliged to impose on its own customers at least equivalent instructions for use, safety warnings, warranty conditions and limitations of liability as GRIP imposes on the Reseller under these terms and conditions, and to make the Documentation provided by GRIP available to its customers unchanged and in the required language.
5. The Reseller's use of GRIP's trade name, trademarks, logos or other marketing materials is permitted only insofar as strictly necessary for the resale of the Products, may not create the impression of an exclusive distribution or agency relationship with GRIP, and is without prejudice to the rule that type plates, CE marking and other product markings may not be removed, altered or modified.
6. Insofar as GRIP communicates recommended sales prices, these are solely non-binding indicative prices; the Reseller remains free at all times to determine its own sales prices.
7. The Reseller is a distributor in respect of the Products within the meaning of the applicable CE and machinery legislation and shall comply with the resulting obligations, including checking the presence of the required CE marking, EU declaration of conformity and instructions for use in the required language. At GRIP's first request, the Reseller shall cooperate free of charge in any recalls, shall provide, upon request, information about the customers to whom Products have been resold, and shall retain the relevant documentation and sales data for the statutory period.
8. The Reseller indemnifies GRIP against third-party claims arising from statements, promises or warranties that the Reseller has made to its own customers and that go

beyond what GRIP has promised with respect to the Products.

9. As of 20 January 2027, Regulation (EU) 2023/1230 (the Machinery Regulation) applies to the Products. Insofar as the Reseller places Products on the market within the European Union, it shall comply with the obligations that the Machinery Regulation (and, until that date, Directive 2006/42/EC) imposes on distributors. In any event, it shall: (a) not place on the market any Products that it knows or reasonably should suspect do not meet the applicable requirements, and inform GRIP thereof without delay; (b) ensure that storage and transport conditions do not jeopardise the conformity of the Products; (c) ensure that the instructions for use and safety information, digital or on paper, are available in the language required in the country of use; and (d) upon request, cooperate with GRIP and the competent market surveillance authorities on corrective measures.
10. Within thirty (30) days after the resale of a Product, the Reseller shall provide GRIP with the data that GRIP reasonably requires for the traceability of that Product and for the performance of its obligations as manufacturer. This concerns the serial number, the date of delivery, the name, address and country of establishment of the customer and, if known, of the end user. Article 10 applies to the processing of personal data.
11. Insofar as the Reseller places Products on the market outside the European Union, it is responsible for ensuring that the Products and the associated Documentation meet the requirements applicable in the country of destination. It indemnifies GRIP against claims arising from failure to meet those requirements, unless GRIP has confirmed in Writing that the Product meets those requirements.

Article 31 – Product liability and indemnification

1. To the extent permitted by law, the Counterparty indemnifies GRIP against third-party claims arising from:
    - incorrect use;
    - improper installation;
    - modifications by third parties;
    - overdue maintenance;
    - use of non-original parts.
2. The Counterparty shall inform GRIP immediately if an incident involving a Product has occurred.
3. The Counterparty shall keep the Product concerned available, unmodified, for examination by GRIP.

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General terms and conditions
Part C – Service and maintenance terms

The general terms and conditions and service & maintenance terms apply to all deliveries and services by Grip Lifting Equipment B.V., established in Bergambacht at Smederijstraat 23, registered in the Trade Register of the Chamber of Commerce under number 76679764. All previous versions are hereby superseded. These service and maintenance terms supplement Part A – General Provisions and apply to all inspections, examinations, maintenance, repair and service work performed by GRIP.

Article 32 – Applicability

1. These terms and conditions apply to:
   - preventive maintenance;
   - corrective maintenance;
   - repairs;
   - fault-repair work;
   - safety inspections;
   - examinations;
   - technical support;
   - supply of parts in the context of service work.
2. These terms and conditions also apply to work on machines not supplied by GRIP.
3. In the event of conflict between Part A and Part D, the provisions of Part D prevail insofar as they specifically relate to service and maintenance work.
4. For the purposes of this Part D, the person for whom the Services are performed is also regarded as the Counterparty within the meaning of Article 1 of Part A, even if no Agreement within the meaning of that article has yet been concluded in that respect (such as in the case of work on machines not supplied by GRIP, see the second paragraph).
5. The applicability of Articles 7:404 and 7:407, paragraph 2, of the Dutch Civil Code is excluded.

Article 33 – Performance of work

1. GRIP performs work to the best of its judgment, expertise and skill.
2. Service work qualifies as a best-efforts obligation and not as an obligation to achieve a specific result.
3. GRIP determines the manner in which work is performed.
4. GRIP is entitled to have work performed in whole or in part by third parties.

Article 34 – Counterparty's duty to cooperate

1. The Counterparty must ensure that:
   - the equipment is safely accessible;
   - sufficient working space is available;
   - required information is provided;
   - the equipment is presented in cleaned condition if reasonably necessary.
2. Waiting times, additional travel time or delays resulting from circumstances on the part of the Counterparty may be invoiced separately.
3. If work cannot be performed due to circumstances on the part of the Counterparty, GRIP is entitled to charge for the reserved time and the costs incurred.

Article 35 – Safety inspections and examinations

1. GRIP may carry out periodic safety inspections and examinations on vacuum lifters, glass suction lifters and related equipment.
2. During an inspection or examination, GRIP assesses solely the condition of the equipment at the time of inspection.
3. An examination does not constitute a guarantee of future performance, safety or operational reliability.
4. After completion of an examination, GRIP may issue an examination report.
5. The Counterparty remains responsible at all times for the safe use of the equipment.
6. These examinations and inspections are without prejudice to the Counterparty's own statutory responsibility, including under the Dutch Working Conditions Decree (Arbeidsomstandighedenbesluit), for timely and competent examination of lifting and hoisting equipment and for compliance with the CE marking and machinery legislation applicable to the equipment concerned.

Article 36 – Rejection and safety defects

1. If safety defects are identified during inspection, maintenance or repair, GRIP is entitled to reject the equipment.
2. Rejection may take place in writing, digitally or by means of a physical marking on the equipment.
3. Limitations, recommendations or corrective measures may be included in the examination report.
4. From the moment of rejection, GRIP advises taking the equipment out of service until repair has taken place.
5. If the Counterparty decides to use a rejected device anyway, it does so entirely at its own expense and risk.
6. Any liability of GRIP for damage arising because the Counterparty continues to use a device or equipment rejected by GRIP, despite a rejection advice given in writing or digitally, is excluded to the extent permitted by law.

Article 37 – Repairs

1. Repairs are carried out on the basis of:
   - a quotation;
   - post-calculation (time and materials);
   - or a separate agreement.
2. Additional defects identified during the work may be reported by GRIP to the Counterparty.
3. If immediate repair is necessary to prevent safety risks, GRIP is entitled to carry out this work after oral or written permission from the Counterparty.
4. Replaced parts become the property of GRIP unless agreed otherwise in writing.
5. Unless a fixed price has been agreed in writing, service, inspection, examination, repair and maintenance work is performed on a time-and-materials basis (post-calculation) at GRIP's rates applicable at the time of performance.

Article 38 – Parts

1. For service work, new, refurbished or technically equivalent parts may be used.
2. Delivery times for parts are indicative.
3. GRIP endeavours to supply spare parts from stock, but does not guarantee permanent availability.
4. Rush deliveries may take place at additional cost.

Article 39 – Malfunctions and technical support

1. Malfunction reports are handled during regular business hours unless agreed otherwise in writing.
2. GRIP does not guarantee fixed response times.
3. Stated response times are indicative.
4. Not being able to resolve a malfunction immediately does not give rise to any right to compensation.
5. Without prejudice to Article 12 of Part A, GRIP is not liable for:
    - loss of production;
    - project delay;
    - standstill damage;
    - consequential damage.

Article 40 – Warranty on service work

1. A warranty of three (3) months from the date of performance applies to repair and maintenance work performed.
2. This warranty relates solely to the work performed by GRIP.
3. The warranty lapses if:
    - third parties perform work;
    - the equipment is used incorrectly;
    - maintenance instructions are not complied with;
    - there is overloading or improper use.
4. Wear and consumable parts are not covered by this warranty.

Article 41 – Service on third-party equipment

1. If work is performed on equipment that was not supplied by GRIP, GRIP cannot give any warranty on:
    - the construction;
    - previous repairs;
    - parts used;
    - maintenance history.
2. GRIP is not liable for pre-existing defects that come to light during or after the work.
3. Any advice or findings are provided to the best of GRIP's judgment.

Article 42 – Future maintenance contracts

1. GRIP may offer maintenance contracts for periodic inspections, maintenance and examinations.
2. These terms and conditions apply to maintenance contracts unless deviating provisions have been agreed in writing.
3. A maintenance contract covers only the work expressly described in the contract.
4. Unless agreed otherwise in writing, a maintenance contract does not give entitlement to:
    - replacement equipment;
    - guaranteed response times;
    - free repairs outside the scope of the contract.
5. Unless agreed otherwise in Writing, a maintenance contract is entered into for a period of one (1) year. Thereafter it is tacitly renewed for successive periods of one (1) year, unless one of the parties terminates the contract in Writing at the latest three (3) months before the end of the current period.

Article 43 – Liability for service work

1. With respect to GRIP's liability in connection with service, maintenance, inspection, examination and repair work, **Article 12 of Part A** applies in full.
2. Without prejudice to Article 12 of Part A, GRIP is not liable for damage arising because the Counterparty:
    - does not follow advice or instructions from GRIP;
    - uses a rejected device anyway;
    - has repair work carried out by third parties;
    - uses defective parts;
    - allows overdue maintenance to arise.
3. Claims relating to an alleged failure in service work must be reported to GRIP in writing without delay.

Article 44 – Right of retention

In addition to Article 14, GRIP is entitled to retain items that it holds in the context of service, maintenance or repair work until all due and payable claims have been paid in full.

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