

## **ROTON LIFTS EUROPE BV GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALES**

### **Article 1 – Applicability**

- 1.1 These terms and conditions apply to all offers made by Roton Lifts Europe B.V., to all agreements it concludes with clients and to all agreements that may result from this.
- 1.2 The client's general terms and conditions do not apply and will be explicitly rejected.
- 1.3 These delivery terms replace all previous versions.

### **Article 2 – Offers**

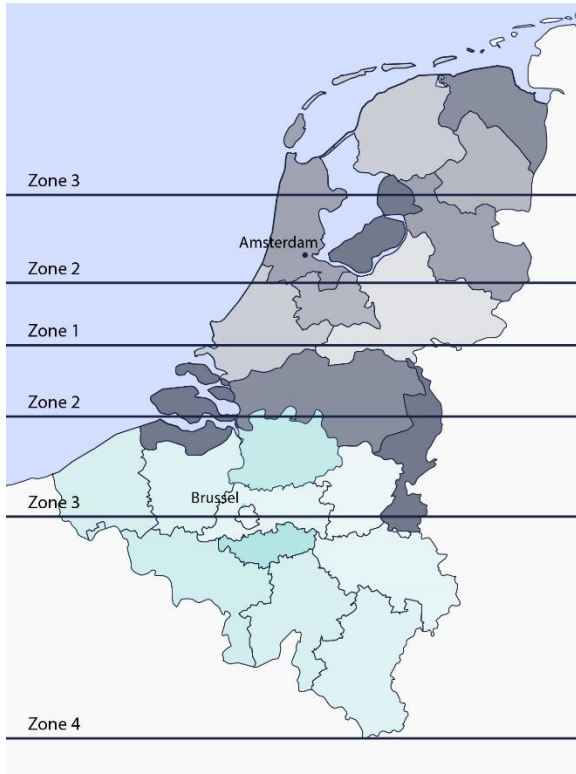
- 2.1 All offers / quotations from Roton Lifts Europe B.V. are without obligation.
- 2.2 If the client provides Roton Lifts Europe B.V. with data, drawings, dimensions, specifications, etc., Roton Lifts Europe B.V. may assume that this is correct and shall base its offer / quotation on this.  
Any (financial) consequences thereof will then be borne by the client. The assignment is carried out on the base of the drawings approved by the client, by a signature, by a written agreement (for example by e-mail). If the client has given the aforementioned approval, this is binding. The aforementioned approval is assumed to have been given by the client if a period of 14 (in words: fourteen) days has elapsed, after a following request by Roton Lifts Europe B.V. for approval.  
Any (financial) consequences thereof will then be borne by the client.

If the lift is not delivered and replaced on the basis of drawings, the quotation and the included dimensions are binding.

The prices stated in the offer / quotation apply within the Benelux and are based on DDP (Duty Delivery paid) (unless explicitly agreed by mail) and (b) Incoterms 2000. This entail that Roton Lifts Europe B.V. takes care of transport from the lift to the client and during transport carries the risk till (and not until) the moment of unloading the lift. For work outside the Benelux: “ex works” (unless explicitly agreed by mail). This means that the client is responsible for transport and therefore also carries the risk. All prices, both inside and outside the Benelux, are exclusive of sales tax and packaging. For private individuals, prices include sales tax and packaging. If this is required by law, the sales tax will be charged separately on all amounts owed to Roton Lifts Europe B.V. by the client.

- 2.3 If the offer is not accepted, Roton Lifts Europe B.V. has the right to charge the client all costs that it has had to incur to make its offer, including but not limited to, the drawing costs of third parties.

2.4 Unless otherwise stated in the offer, the following call-out charges apply:



Call-out costs based on hourly wages (travel hours there and back from Veenendaal) and mileage allowance (€ 0.40 per kilometre). The charge is minimum one hour per session.

Zone 1: € 100,-  
Zone 2: € 185,-  
Zone 3: € 320,-  
Zone 4: € 485,-

The zone prices above are exclusive VAT.

Unless stated otherwise in the quotation, the following hourly rates apply:

Hourly wage, inside office hours	€ 90.00 excl. VAT
Hourly wage outside office hours and in the evening	€ 115.00 excl. VAT
Hourly wage on weekends or public holidays	€ 140.00 excl. VAT

Roton Lifts Europe B.V. is entitled to adjust the above amounts annually, based on factors such CPI July-July (series all households), as these figures are announced by the Central Bureau of Statistics.

### **Article 3 - Intellectual Property Rights**

3.1 Unless otherwise agreed, Roton Lifts Europe B.V. remains the copyright holder on all industrial property rights to the offers, designs, images, drawings, (test) models, software, etc. provided by it.

3.2 The rights to the data referred to in paragraph 1 remain the property of Roton Lifts Europe B.V. regardless of whether costs have been charged to the client for the production thereof. This data may not be copied, used or shown to third parties without the express permission of Roton Lifts Europe. If this provision is violated, the client will owe Roton Lifts Europe B.V. an immediately due and payable fine of EUR 25,000 (in words: twenty-five thousand euros). In addition to compensation under the law, this fine can be claimed.

3.3 The client must return the information provided to him as referred to in paragraph 1 at the first request within the reasonable period set by Roton Lifts Europe. If this provision is violated, the client will owe Roton Lifts Europe B.V. an immediately due and payable fine of EUR 1,000 (in words: one thousand euros) per day. In addition to compensation under the law, this fine can be claimed.

### **Article 4 - Advice, designs and materials**

4.1 The client cannot derive any rights from advice and information that he receives from Roton Lifts Europe B.V. insofar as these do not relate directly to the assignment.

4.2 The client is responsible for the drawings and calculations made and supplied by or on behalf of him and for the functional suitability of materials prescribed by or on behalf of him.

4.3 The client indemnifies Roton Lifts Europe B.V. against any third-party claim with regard to the use of drawings, calculations, samples, models and suchlike provided by or on behalf of the client.

4.4 The client may examine the materials that Roton Lifts Europe B.V. wants to use before they are processed for its own account. If Roton Lifts Europe B.V. suffers damage as a result, this will be borne by the client.

4.5 If Roton Lifts Europe B.V. has advised the client (via: mail / telephone / quotation / visit) to purchase resources that benefit the safety of the installation (such as fencing / mesh walls / doors), and the client has decided against this, for example for budgetary reasons, then the client is responsible for the safety of itself and others who come into contact with the installation. Upon delivery of the installation, the Client must sign a risk statement in which it indicates that it accepts these risks and bears the (financial) consequences itself.

## **Article 5 - Delivery time**

5.1 The delivery time is determined by Roton Lifts Europe B.V. by approximation, so - unless explicitly agreed otherwise - it is not a strict deadline. The delivery time is expressed in production weeks and explicitly no calendar weeks.

5.2 When determining the delivery time, Roton Lifts Europe B.V. assumes that it can carry out the assignment under circumstances that are known to it at that time and as is apparent from the quotation and the appendices attached to it (specifically the preparatory work from the client as written down in appendix 1).

In case that there is no drawing work applicable (which is determined in mutual consultation), the lift will only be produced once the down payment has been made by the client. If drawing work does apply, the lift will only be produced after the down payment has been made and the approval as described in Article 2.2 has been obtained.

5.3 The following also applies with regard to the delivery time.

- a. If there is additional work, the delivery time is extended by the time required to deliver the materials and parts for that (and have it delivered) and to perform the additional work.
- b. If the additional work cannot be integrated into the planning of the Roton Lifts Europe, the work will be completed as soon as the planning of Roton Lifts Europe B.V. permits.
- c. If there is a legal suspension of obligations by Roton Lifts Europe, the delivery time will be extended by the duration of the suspension.
- d. If the continuation of the work cannot fit into the Roton Lifts Europe B.V. schedule, the work will be completed as soon as the Roton Lifts Europe B.V. schedule permits.
- e. If there is unworkable weather, the delivery time is extended by the resulting stagnation time.

5.4 Exceeding the agreed delivery time does not in any case entitle to any form of compensation (including statutory interest or delay damage), unless this has been agreed in writing.

## **Article 6 - Storage costs**

The storage costs are for the account of Roton Lifts Europe B.V. up to 1 week after the jointly agreed scheduled delivery date. , thereafter storage and interest costs will be charged according to the applicable rates.

These rates are as follows:

Installations with a maximum lifting capacity of 750 kg to 3500 mm lifting height € 115,- per week

Installations with a maximum lifting capacity of 750 kg to 6500 mm lifting height € 155 per week

Installations with a maximum lifting capacity of 750 kg to 12000 mm lifting height € 195 per week

Installations with a lifting capacity above 750 kg, but up to 2500 kg, regardless of the lifting height € 240 per week

Installations with a maximum lifting capacity of 2500 kg to 3500 mm lifting height € 285 per week

Installations with a maximum lifting capacity of 2500 kg to 6500 mm lifting height € 325 per week

Installations with a maximum lifting capacity of 2500 kg to 12000 mm lifting height € 460,- per week

Installations with a lifting capacity above 2500 kg, but up to 5000 kg, regardless of the lifting height € 675,- per week

The above rates do not include the extra transport costs, and the costs for loading and unloading (based on the hourly rate).

The above prices are exclusive of VAT

However, if the construction or workplace is not ready to deliver the lift in accordance with the agreed delivery date or the number of production weeks due to a delay, or to start the installation, while Roton Lifts Europe B.V. has announced that the lift will be delivered by the manufacturer, the following applies: the client is obliged to take delivery of the lift upon expiry of the agreed delivery date or the number of production weeks and immediately use it for storage (inside free of all weather conditions) The delivery invoice will then have to be paid, since the lift has been delivered.

If the client is unable to store the lift itself, or to have it stored, it is possible that the storage can be performed by Roton Lifts Europe B.V. The costs for storage will be charged to the client with immediate effect (see the rates at the top of this article). Additional transport costs for delivery at a later date (at the workplace / installation address) will also be charged (extra loading, unloading and extra transport). Roton Lifts Europe B.V. will provide any further information on where the lift is located (storage address / photos) if required.

The delivery invoice will then have to be paid, since the lift has been delivered.

### **Article 7 – Risk transfer**

7.1 The risk transfer takes place upon delivery of the relevant lift. Delivery takes place "Delivered Duty Paid (DDP), unless otherwise agreed. This means that unloading the lift is at the risk of the client. The risk of storage, loading, transport and unloading at the workplace rests with the client. Client can take an insurance against these risks.

7.2 Even if Roton Lifts Europe B.V. installs and / or assembles the sold item, the risk of the item transfers to client at the moment that Roton Lifts Europe B.V. makes the items available to the client in the business premises of the client or at another agreed location.

### **Article 8 - Price change**

8.1 If after the date on which the agreement is concluded four months have elapsed and the fulfillment thereof by Roton Lifts Europe B.V. has not yet been completed, an increase in the price-determining factors may be passed on to the client. In addition, Roton Lifts Europe B.V. is entitled to pass on price-increasing circumstances that cannot be attributed to it to the client on a one-to-one basis (including, but not limited to, costs related to import or export).

Also, if after the date on which the agreement is concluded four months have elapsed and installation had not been fulfilled (production had started some time ago), an increase in the price-determining factors may be passed on to the client.

If after the date on which the agreement is concluded two months have elapsed and the purchase or production has not been forwarded to manufacturer, while Roton Lifts Europe BV is not responsible for this, an increase in the price-determining factors may be passed on to the client. This is to prevent higher purchase costs for Roton Lifts Europe BV.

8.2 Payment of the price increase as described in paragraph 1 takes place at the same time as payment of the final invoice and may be added to the total sum to be paid.

8.3 If goods are supplied by the client and Roton Lifts Europe B.V. is prepared to use them, Roton Lifts Europe B.V. may charge a maximum of 20% of the market price of the delivered goods.

## **Article 9 - Unfeasibility of the assignment**

9.1 Roton Lifts Europe B.V. has the right to suspend the fulfilment of its obligations, if it is temporarily prevented from fulfilling its obligations due to circumstances that were not expected at the conclusion of the agreement and that are outside its sphere of influence. In that case the client is not entitled to compensation for any form of damage.

9.2 Circumstances that could not be expected by Roton Lifts Europe B.V. and that are outside its sphere of influence include the following circumstances:

- The suppliers and / or subcontractors of Roton Lifts Europe B.V. do not or not timely meet their obligations \*;
- The building is not wind and watertight \*;
- Construction site not supplied with permanent power \*;
- Changing the planning on the initiative of the client within a period of one month before the start of the work \*;
- Weather;
- Earthquakes;
- Fire;
- Loss;
- Theft of tools \*;
- The loss of materials to be processed \*;
- Road blocks;
- Strikes, war or war threats, pandemics
- Work interruptions \*;
- Import or trade restrictions \*.

9.3 Roton Lifts Europe B.V. is not authorized to suspend performance if compliance is permanently impossible or if a temporary impossibility has lasted more than six months. The agreement can then be dissolved for that part of the obligations that has not yet been fulfilled. In that case, the parties are not entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.

9.4 If (a) the client has not performed the preparatory work as included in appendix 1 to the Roton Lifts Europe B.V. quotation or (b) the circumstances referred to in article 8.2 that have been marked with \* are not completed / followed - that can be attributed to the client. Roton Lifts Europe B.V. is entitled to charge the resulting costs to the client.



## **Article 10 – The girth of work**

10.1 The Client must ensure that all permits, exemptions and other decisions that are necessary to perform the work have been obtained in time. Any damage as a result of violation of this duty of care will be at the expense and risk of the client.

10.2 The price of the work does not include: unless stated otherwise in the quotation:

- a. The costs for soil, pile driving, chipping, concrete, foundation, brick, carpentry, tile, plastering, painting, wallpapering, scaffolding, repair, welding, grinding - (re) glue or other architectural work and work on central heating installations and such;
- b. The costs for connecting gas, water, electricity, telephone or other infrastructural facilities as well as costs for connecting internet / Wi-Fi;
- c. The costs for preventing or limiting damage to items present at or near the work;
- d. The costs of disposal of materials, building materials or waste;
- e. The costs of transport on the construction site to be discussed between the client and Roton Lifts Europe B.V.;
- f. The costs of travel and lodging;
- g. The costs of installing and removing safety devices;
- h. The costs of supplying and installing anchor rails, hoisting beams, screw sleeves and drill anchors in the structural construction;
- i. The costs of creating, holding and, if necessary, closing openings in structural structures.

## **Article 11 - Changes to the work**

11.1 Changes in the work will in any case result in additional or reduced work if:

- a. There has been a change in the design, specifications or the materials used by Roton Lifts Europe B.V. (changes in the work or the conditions of execution of the work);
- b. The information provided by the client does not correspond to reality;
- c. In case of deviations from the amounts set-out items and deductible and / or estimated quantities by more than 10%, deviations are made.

11.2 Additional work is calculated based on the value of the price-determining factors that apply at the time the additional work is performed. This also includes price-increasing factors that are not included in the offer from Roton Lifts Europe B.V.

Less work is for the account and risk of the client, which means that the client will never receive a discount on what has been offered.



## **Article 12 - Execution of the work**

12.1 The Client ensures that (structural) work and / or deliveries to be performed by or on behalf of third parties that are not part of the work of Roton Lifts Europe B.V. are carried out in such a way and in a timely manner that the execution of the work is not delayed and that Roton Lifts Europe B.V. can carry out its work undisturbed and at the agreed time.

If a delay as referred to in this article nevertheless occurs, the client must inform Roton Lifts Europe B.V. immediately. A delay can result in a financial disadvantage for Roton Lifts Europe B.V. for which additional work will be charged. The additional work to be carried out will be notified to the client within a reasonable period of time after discovery thereof, with the aim of not stagnating the work further. Roton Lifts Europe B.V. also has the right to charge a possible penalty interest of 8%.

12.2 Unless otherwise stated in the quotation issued by Roton Lifts Europe B.V., the client ensures for its own account and risk that:

a. The place where Roton Lifts Europe B.V. must carry out the work is accessible, via a paved road, for example a road that can be driven by trucks and mobile cranes, and an opening in the facade where the goods can be placed in the room in which the assembly takes place;

b. The area in which the work is to be carried out is clean, dry and water and windproof and the floors can be driven on by a mobile scaffolding to ensure uninterrupted progress of assembly;

c. With the mobile scaffolding, work up to 4 meters above the floor can be carried out;

d. For work above 4 meters, the client must provide scaffolding and like such;

Adequate and safe auxiliary tools for horizontal and vertical displacement of heavy parts required for the work are present on time. The client's obligations also include the operation of said auxiliary tools, the installation and after use the removal of work lighting and work floors with protection at the places where lift technical work must be performed;

e. The electricity required for carrying out the work of Roton Lifts Europe B.V. is available on time and free of charge at a maximum of 5 meters from the work object; During the implementation of the technical lift installation on Roton Lifts Europe B.V., a dry, heated, illuminated and lockable room of sufficient size is made available in an easily accessible place near the lift shaft, executed in accordance with the requirements of the local regulations.

f. The intended space can serve as accommodation for the staff of Roton Lifts Europe, their personal property and the storage of the materials and tools to be processed;

g. At the start of the work all necessary safety provisions have been made such as safety nets, safety edge systems, fastening points for safety lines and other precautionary measures including deposits of underlying sites or work floors and these are maintained during the work. Everything in

such a way as to ensure safe and healthy working conditions for the mechanics, which circumstances meet the requirements that are imposed on employers and / or the construction site by local regulations and / or any other national or international regulation in this regard posed;

h. The electrical power lines for power and lighting, including the devices to be fitted in it, such as main switches, group switches and protective devices, were delivered on time and attached to the drive at the locations indicated by the Roton Lifts Europe;

i. The lighting, emergency lighting and wall sockets in the elevator machine room, the lighting of the shaft and the shaft accesses, as well as the heating and ventilation of the elevator machine room and, if necessary, of the shaft, have been delivered and installed in time. With regard to the structural lift shaft and lift machine room, the term 'timely' means: prior to the start of lift installation on the structure.

12.3 The Client indemnifies Roton Lifts Europe, in case of violation of the rules referred to in paragraph 11.2 under g, for the resulting damage and costs, including explicitly understood costs arising from any sanctions and / or instructions by the Labour inspection.

12.4 Roton Lifts Europe B.V. is not responsible for facilities, resources, materials, auxiliary materials and parts such as, for example, machines, mobile scaffolding, scaffolding, vehicles, lifts, ladders and such, made available by the client himself.

12.5 Client is responsible for all damage resulting from loss, theft, burning or damage to tools, materials and other items of Roton Lifts Europe B.V. that are located at the place where the work is being performed.

12.6 If the client does not fulfill his obligations as described in the previous paragraphs of this article and this causes a delay in the execution of the work, the work will be carried out as soon as the planning of Roton Lifts Europe B.V. permits. In addition, the client is liable for all damage arising from this for Roton Lifts Europe B.V.

### **Article 13 - Completion / commissioning of the work**

13.1 In this article, (completion) delivery / commissioning is understood to mean the complete or partial delivery by Roton Lifts Europe B.V. of the work to its contractual counterparty / client in accordance with Article 12.2.

13.2 The work is considered completed / commissioned when:

- a. Client has approved the work in whole or in part, for example a signed work order;
- b. The work has been put into use by the client (if the client takes part of the work into use, that part is considered as completed);

- c. Roton Lifts Europe B.V. has informed the client in writing or by e-mail that the work has been completed and the client has not made known in writing or by e-mail within 2 working days after the notification whether or not the work has been approved;
- d. Client does not approve the work on the base of minor defects or missing parts that can be repaired or supplied within 30 days and that do not prevent the work from being put into use;
- e. The work has been approved by an external examination designated by Roton Lifts Europe B.V. (notified body)

13.3 If the client does not approve the work, he is obliged to state this in writing to Roton Lifts Europe B.V., stating the reasons, on the base of a signed work order on which the remaining points are stated. The signed work order is leading and serves as conclusive evidence. However, if the lift is taken into use by the client, working with any remaining points, this counts as a finished installation. However, this does not affect the obligation of Roton Lifts Europe B.V. to resolve these residual points afterwards.

13.4 If the client does not approve the work, he will give Roton Lifts Europe B.V. the opportunity to deliver the rejected parts of the work again, the provisions of this article are applicable once again. All within a reasonable period of time.

13.5 If no person authorized to sign is present when the work has been completed (without notifying Roton Lifts Europe B.V. in advanced), article 12.2 C applies however within 24 hours after notification by Roton Lifts Europe B.V.

13.6 If the lift installation has not been finalized in accordance with the above and Roton Lifts Europe B.V. has notified the client in writing / by email that no permission has been given to use the lift installation while the client does so, then a fine is owed to Roton Lifts Europe of € 250 , - per day as long as this continues. Any costs that must be incurred to take the elevator installation out of service will be for the client's account. Any other damage or personal injury is also for the account of the client.

## **Article 14 - Liability**

14.1 Roton Lifts Europe B.V. is liable for damage suffered by the client and which is the direct and exclusive result of a shortcoming attributable to Roton Lifts Europe B.V. The liability of Roton Lifts Europe B.V. vis-à-vis clients and third parties for damage arising from or related to the installation or delivery of the lift is limited to the amount actually paid in the case concerned under the insurance policy (s) concluded by Roton Lifts Europe B.V. has been paid out. Roton Lifts Europe B.V. sends information about the relevant insurance policy on request. Excluded from this - that is, does qualify for compensation - is damage caused by intent or deliberate recklessness on the part of Roton Lifts Europe B.V.

14.2 The following are not eligible for refunds:

- a. Operational damage, including stagnation damage and lost profit;
- b. Supervision damages, including damage caused by or during the performance of the contract work to property being worked on or to property located in the vicinity of the place where work is being performed;

- c. Damage caused by intent or deliberate recklessness of agents of Roton Lifts Europe B.V.;
- d. Damage caused by the client or persons affiliated with the client (e.g. staff or subcontractor(s)) as a result of the work being put into use before delivery. This also applies to persons who are on the construction site or workplace who are not directly affiliated with the client, such as visitors, who are on the construction site or workplace with the permission of the client.

14.3 The client indemnifies Roton Lifts Europe B.V. against all third-party claims for product liability as a result of a defect in a product delivered by the client to a third party that (partly) consisted of products and / or materials supplied by Roton Lifts Europe.

### **Article 15 - (Factory) guarantee**

15.1 Unless explicitly agreed otherwise, Roton Lifts Europe B.V. guarantees new installations for a maximum period of 18 months after delivery / commissioning. This manufacturer's guarantee implies in concrete terms that all parts for which any defect may arise during that period due to faulty construction are supplied free of charge. Explicitly not covered by the warranty are the working hours for assembly of these parts, working hours to remedy malfunctions and travel and accommodation costs incurred. These are charged separately to the client.

15.1 The above guarantee period only applies if a maintenance contract or service contract has been concluded by the client or owner of the installation. If no maintenance contract or service contract has been concluded, a factory guarantee period of 6 months applies. If the customer decides to conclude a service contract, a full guarantee applies with a maximum duration of 18 months. A full guarantee means that all costs are covered for the parts to be replaced, labor and travel time. In addition, maintenance is carried out twice during the guarantee period, which includes all the aforementioned costs. Prices for maintenance and service contracts are included in the option list of the quotation / offer. In connection with planning for the current or subsequent year, Roton Lifts Europe B.V. will send pre-invoices to make planning and route possible.

15.2 The client is only entitled to the warranty if written claims are made within the applicable warranty period by means of the online fault reporting form [www.rotonlifts.eu/nl/storing-melden](http://www.rotonlifts.eu/nl/storing-melden). Disruptions that are reported in a different way count as not being reported. The aforementioned guarantee is only applicable for deliveries and installations in the Netherlands. Outside the Netherlands, insofar as this is required by law, local legislation is followed. In Belgium, a 12-month full warranty applies, which can be extended to a maximum of 18 months by entering into a service contract. The maintenance or service contract must be concluded within one month after delivery, unless otherwise agreed. With a service contract and a malfunction report, this malfunction can only be dealt with under full warranty on the starting date of the service contract or later.

15.3 If the agreed performance consists of contracting work, Roton Lifts Europe B.V. guarantees the soundness of the delivered construction and the materials used for the period referred to in paragraph 1, provided that it was free to choose it. If it turns out that the construction supplied or the materials used are not sound, Roton Lifts Europe B.V. will repair or replace it. The parts that must be repaired at Roton Lifts Europe B.V. or replaced by Roton Lifts Europe B.V. must be sent carriage paid to Roton Lifts Europe B.V.

15.4 The defective parts replaced by Roton Lifts Europe B.V. pursuant to the guarantee obligation become his property.

15.5 If it appears that an operation has not been performed properly, Roton Lifts Europe B.V. will make the choice whether it:

- perform the operation again. In that case, the client must provide new material at its own expense;
- The defect is recovered. In that case the client must return the materials to Roton Lifts Europe B.V. carriage paid;
- Makes the client a credit for a proportional part of the invoice.

15.6 If the agreed performance (partly) consists of the installation and / or assembly of a delivered item, then Roton Lifts Europe B.V. guarantees the soundness of the installation and / or assembly for the period referred to in paragraph 1. If it appears that the installation and / or assembly has not been carried out properly, Roton Lifts Europe B.V. will repair this, any travel and accommodation costs incurred will be borne by the client.

15.7 Factory warranty applies to those parts for which the client and Roton Lifts Europe B.V. have explicitly agreed in writing. If the client has had the opportunity to become acquainted with the contents of the factory warranty, it will take the place of a warranty under this article.

15.8 The client must in all cases offer Roton Lifts Europe B.V. the opportunity to repair a defect or to carry out the processing anew.

15.9 The client can only appeal to the guarantee after he has fulfilled all his obligations towards Roton Lifts Europe B.V. This includes in any case the payment of an invoice.

15.10 No guarantee is given for:

(a) defects that are the result of:

- Incorrect use, including - but not limited to - including the non-uniform loading of the lift (load not evenly distributed on the platform);
- Not or incorrectly performed maintenance;
- Maintenance carried out by third parties without the permission of Roton Lifts Europe, whereby the guarantee on the lift installation will be cancelled immediately;
- Installation, assembly, modification or repair by the client or by third parties;
- Intent or deliberate recklessness of the client.
- Maintenance performed by third parties without permission from Roton Lifts Europe B.V. where applies that the warranty on the lift installation will not be given in full with immediate effect;
- Installation, assembly, modification or repair by the client or by third parties;

In the event of self-installation by the client or by third parties, the warranty only applies if the malfunction or defect is not the direct result of this self-installation. If it turns out that there is a right to a warranty, then this only applies to parts of the installation itself (factory warranty). To determine this, a Roton Lifts Europe B.V. mechanic will first make a diagnosis on an invoice basis. After solving this malfunction, an invoice will also follow for the call-out costs and labor hours incurred.

(b) delivered goods that were not new at the time of delivery, or that were supplied by the client but were built in by Roton Lifts Europe;

(c) the case where the client has signed a risk statement

(d) In case of malfunction or defect is due to an installation error of Roton Lifts Europe, this error must be reported within 1 month after finalization of installation. After this month, installation errors can no longer be invoked and a regular (factory) warranty applies.

### **Article 16 - Complaints**

16.1 The client can no longer rely on a defect in the performance if he has not complained in writing to Roton Lifts Europe B.V. within one month after he has discovered the defect. The complete cancel of rights is the result.

### **Article 17 - Non-fulfilled obligations by the client**

17.1 If Roton Lifts Europe B.V. is willing and able to fulfill its obligations under the agreement, but fulfillment is prevented by a cause that is not within the client's sphere of risk and that can be attributed to it, then the client is responsible for the Roton Lifts Europe B.V. lost interest, costs incurred and damage suffered.

17.2 If goods have not been purchased after the delivery time has expired, they will remain available to the client. Items that have not been used are for the client's account and are the risk of the client. Roton Lifts Europe B.V. may always use the authority of article 6:90 BW.

### **Article 18 - Payment**

18.1 Payment is made at the location of Roton Lifts Europe B.V. or into an account designated by Roton Lifts Europe B.V.

18.2 Unless otherwise agreed, payment takes place as follows:

a. In case of counter sales in cash;

b. If payment in case of installments has been agreed:

- 30% of total price with order (down payment)

- 30% of total price with an x number of production weeks

- 40% of the total price at the latest one day before delivery and before assembly.

c. Down payment invoice to be paid immediately. Delivery invoice and other invoices relating to installation within 30 days after the invoice date or at the latest one day before delivery and before assembly. Invoices relating to overhaul, additional work, maintenance and malfunctions must be paid within 14 days.



18.3 Irrespective of the agreed payment conditions, the client is obliged to provide a guarantee for payment that is sufficient for Roton Lifts Europe B.V. (on request).

If the client does not comply with this within the specified period, he will immediately be in default. In that case, Roton Lifts Europe B.V. has the right to terminate the agreement and to recover its damage from the client.

18.4 The right of the client to settle or suspend its claims against Roton Lifts Europe B.V. - in whatever form - is excluded, unless Roton Lifts Europe B.V. goes bankrupt.

18.5 The full claim for payment is immediately due and payable if:

- a. A payment period has been exceeded;
- b. Client has gone bankrupt or requests suspension of payment;
- c. Seizure is placed on items or claims of the client;
- d. The client (legal person) is dissolved or liquidated;
- e. The client (natural person) is placed under guardianship or dies;
- f. If a deposit has not been made within 15 working days after the order has been issued and Roton Lifts Europe has informed the client of this at least twice (in writing or by e-mail).

17.6 If payment has not been made within the agreed payment term, the client will immediately owe interest to Roton Lifts Europe B.V. The interest is 10% per year, but is equal to the statutory interest if it is higher. For the interest calculation, a part of the month is seen as a full month.

If payment has not been made within the agreed payment term, the client will owe Roton Lifts Europe B.V. all extrajudicial costs with a minimum of € 40. If the extrajudicial costs actually incurred are higher than from the above calculation follows, the actual costs incurred will be due.

18.7 If Roton Lifts Europe B.V. is found to be in the right in legal proceedings, all costs it has incurred in connection with these proceedings will be borne by the client.



## **Article 19 - Retention of title and pledge**

19.1 After delivery, Roton Lifts Europe B.V. remains the owner of the goods delivered as long as the client:

- a. Deficiency or failure to perform its obligations under this agreement or other similar agreements;
- b. Does not pay or will pay for work performed or to be performed under such agreements;
- c. Has not paid claims that result from non-compliance with the aforementioned agreements such as damage, penalties, interest and costs.

19.2 As long as there is a retention of title on the delivered goods, the client may not encumber them outside his normal business operations. Any damage as a result of a violation of this provision will be for the account and risk of the client.

19.3 After Roton Lifts Europe B.V. has invoked its retention of title, it may reclaim the delivered goods. Client allows Roton Lifts Europe B.V. to enter the place where these items are located. Any costs that Roton Lifts Europe B.V. reasonably expects to incur in exercising its retention of title are at the expense of the client.

19.4 If Roton Lifts Europe B.V. cannot invoke its retention of title because the delivered goods have been mixed, distorted or checked, the client is obliged to pledge the newly formed goods to Roton Lifts Europe B.V. or to establish a mortgage right. Client will provide all required cooperation in this regard.

19.5 After exercising the retention of title by Roton Lifts Europe B.V., the client can no longer demand compliance with the agreement for the delivery and installation of the lift. This does not relieve the client from payment of what has been agreed. If the client wishes to place the lift retrieved by Roton Lifts Europe B.V. in the context of its retention of title, any costs will be charged to the client.

## **Article 20 - Termination**

20.1 If the client wishes to terminate the agreement without there being a shortcoming of Roton Lifts Europe B.V. and Roton Lifts Europe B.V. agrees to this in writing, the agreement will be terminated by mutual consent. In that case, Roton Lifts Europe is entitled to compensation for all financial loss, such as loss suffered, loss of profit and costs incurred. These costs are fixed at 75% of the total order amount excluding VAT.

These incurred costs consist of:

Customer visit based on hourly rate and call-out costs

Construction site or workplace visit (e.g. measuring) based on hourly rate and call-out costs

And:

Costs based on hourly rate and subsequent calculation when canceling the order:

Making calculations, drawing up an order confirmation or checking a purchase order

The costs of creating invoices and their follow-up

The costs for canceling the order with suppliers and/or manufacturers

Administration costs: preparing quotations / requesting prices / creating debtor and so on

The costs for communication with the customer and suppliers and/or manufacturers by telephone, e-mail or other means

Costs related to the rental of machines and/or tools, transport costs and the cancellation of the aforementioned.

Costs for renting storage space, customs costs and insurance costs (such as a temporarily increased CAR insurance)

20.2 Dissolution as a result of failure to comply with the payment obligation applies if a payment has not been made within 15 working days after the order has been issued and Roton Lifts Europe B.V. has informed the client of this at least twice (in writing or via e-mail). In that case, Roton Lifts Europe B.V. is entitled to compensation for all financial loss, such as loss suffered, loss of profit and costs incurred. These costs are fixed at 75% of the total order amount excluding VAT.

20.3 If the agreement has been concluded between the client and Roton Lifts Europe B.V., the client will not be entitled to the statutory cancellation period (after all, there is no question of distance selling, because it concerns custom work).

Termination of ongoing agreement on initiative by Roton Lifts Europe BV

After a passing a period of 6 months Roton Lifts Europe BV is entitled to terminate the agreement and charge 75% termination costs, when:

Client does not respond to a minimum of 4 requests by mail or other writing to follow up on the procedures of the agreement, such as paying invoices or send in an approved drawing.

After termination Roton Lifts Europe BV is discharged from any (financial) obligations.

## **Article 21 - Applicable law and choice of forum**

21.1 Dutch law applies. United Nations on Contracts for the International sale of Goods (C.I.S.G.) does not apply, nor does any other international regulation from which exclusion is permitted.

21.2 The judge of the location of Roton Lifts Europe B.V. is authorized to take cognizance of any disputes. Roton Lifts Europe B.V., and not the client, may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.

21.3 Parties can agree on another form of dispute resolution such as, for example, arbitration or mediation.

### **Article 22 Wifi / GSM module**

22.1 If the lift installation is equipped with a Wifi / GSM module to enable software updates for the control system, the client must ensure a stable WiFi environment at the workplace where the login details must also be provided. In case of a GSM module, there must be a good mobile phone range to guarantee the functioning of the module.

22.2 The Wifi / GSM has many options, including: updating software and, for example (if agreed), operating the lift remotely. However, the latter is only permitted if permitted by regulations (including the Machinery Directive 2006/42 / EC) and permission by Roton Lifts Europe B.V. has been provided. If improper use causes personal injury or other damage, the client is liable for this.

**All amounts in Euro's or other valuta mentioned in this document are VAT excluded.**

(See next page for Addendum)

## Addendum / Appendix

### General Supplementation

1.

When Roton Lifts Europe BV is responsible, for what ever reason, and is liable to client, this responsibility is limited to the amount of the order value.

2.

When client has approved the drawing for the lift(installation), or other drawings regarding the related work, but decides there are changes needed, there will be re-design costs charged.

#### These costs will be calculated for the following changes:

Lift capacity in kilo's

Stroke / travel / lowest height / number of stops

Top height / shaft height

Measurements (more or less) for the lift / doors / cargo doors / mesh walls and doors / shaft etc.

A change in the configuration: entrances to the platform (more or less: gates / handrails / doors), or the position for these items. For instance, a lift with a 90 degree entrance is changed into a 180 degree entrance (opposite entrances). Although there are 2 gates on platform, the configuration changes, so therefore re-design costs will be charged.

The cost for re-design is € 850,- per change (VAT excluded)

3.

When costs for the above are charged, and the lift(installation) itself will be changed due to this, the costs for the actual changes on the lift(installation) will also be calculated and charged to client.

#### These cost are for:

Manufacturer costs (production, personnel and labor, costs for materials)

Transportation costs (the installation will become larger and/or heavier), so this has effect.

Installation costs, when the lift becomes larger and/or heavier, this will effect the installation costs also. But, for instance, when the lift(installation) becomes smaller in volume, this doesn't mean that installation costs can be deducted. It is very possible that these cost will rise.

Example: client would like to change the lift capacity from 2000 kg into 2500 kg. The construction of the lift will be manufactured in a heavier way, the lowest height will rise, but also the weight of the complete construction / lift itself will increase.

On top of material / transport / production costs 3 x re-design will be calculated: capacity / lowest height / weight of the complete construction/ lift.

The measurements of the lift do not change (except for lowest height), but the increase of loading capacity from 2000 to 2500 kg makes that the lift needs to be equipped with a PLC, which needs to be programmed and installed, so this brings extra work for installation.

4.

Delivery time after changes for the installation: when client has approved the final drawing and has paid the first invoice (down payment), the production time will start. But, when changes are made, this could or will effect the production time / delivery period. Roton Lifts Europe BV is not responsible for this.

5.

#### Promotion

Roton Lifts Europe BV has the right to use the logo from client for promotion purposes. When there is (or was) an agreement between Roton Lifts Europe BV and client and there is (or was) any type of cooperation (installation new lift / service / maintenance), Roton Lifts Europe BV has the right to publish the logo on their website. All further (confidential) information or any information which could give any damage to client will not be given or shared.

Whenever client does not agree with the use of the logo for promotion or publishing, a written document has to be sent to Roton Lifts Europe BV with the request to remove the logo from the website. Of course, Roton Lifts Europe BV will not use the logo anymore and remove it from the website.