

GENERAL TERMS AND CONDITIONS (V. 2025.1)

A Reynaers company

1. Definitions

In these General Terms and Conditions, the following is understood to mean:

Buyer:	the counterparty to Roval. This party may be a purchaser of goods and/or a client, or, by virtue of any other legal relationship, a contractual party to Roval.
Consumer:	a Buyer who is a natural person and is not acting in the course of a profession or business when purchasing goods and/or receiving services. Roval does not enter into contracts with a Consumer.
EU:	the European Union, meaning the member states as of the date of the agreement between Buyer and Roval with regard to the Performance described hereafter.
In writing:	this is also understood to include by e-mail.
Roval:	Roval Aluminium B.V.
Performance:	the good or service or a combination thereof, to be created and/or delivered by Roval.
Deliver:	the legal transfer and/or completion of the Performance. "A Performance that must be completed" refers to completion within the meaning of the law.
Delivery:	the actual making available of the Performance.

2. Extension of Protected Persons – Third-Party Clause

These General Terms and Conditions are also stipulated for the benefit of entities affiliated with Roval, the (indirect) directors and shareholders of Roval and entities affiliated with them, as well as for the benefit of all persons working for Roval and affiliated entities, including engaged third parties. These persons and entities may invoke these Terms and Conditions as if they were Roval. For the purposes of these General Terms and Conditions, "affiliated entity" includes, at a minimum, any legal entity or company that belongs to the same group as defined in Article 2:24b of the Dutch Civil Code, as well as any participation as defined in Article 2:24c of the Dutch Civil Code.

3. Offers and Establishment of Agreement

- 3.1 Offers from Roval may be revoked at any time, up to a maximum of eight days after acceptance by Buyer or until the moment Roval has confirmed the order to Buyer in writing. The quoted price for the Performance is always exclusive of value-added tax. Minor deviations noted by Buyer upon acceptance do not form part of the agreement unless confirmed in writing by Roval. An agreement between Roval and Buyer is established once Roval has confirmed the order to Buyer in writing or has commenced execution thereof.
- 3.2 An order placed with a representative or intermediary of Roval is binding on Roval only once it has been accepted in writing by Roval's management.
- 3.3 Prices and products in Roval's price lists and catalogues are solely an invitation to enter into negotiations.
- 3.4 If a provision in these General Terms and Conditions conflicts with a provision in the agreement, the provision in these General Terms and Conditions will not apply. If only part of a provision conflicts, only that part will not apply.
- 3.5 Mandatory law or a written agreement between parties may establish that a provision or part of a provision in these General Terms and Conditions does not apply. Here, mandatory law refers to legal provisions from which parties may not deviate.

- 3.6 These General Terms and Conditions also apply to any subsequent legal relationship between Roval and Buyer, unless otherwise agreed in writing.
- 3.7 Any inaccuracies in an order confirmation must be reported to Roval within 24 hours of sending, failing which Buyer forfeits its rights in this regard.
- 3.8 During the term of the agreement between Roval and Buyer, Roval may amend the content of these General Terms and Conditions. Roval will notify Buyer of the amendments at least two months in advance. Buyer may then terminate the agreement in writing with effect from the moment the amendment takes effect. In doing so, Buyer must observe a notice period of at least one month. Buyer is not entitled to any compensation if it decides to terminate the agreement. If Buyer does not terminate, it is bound by the amendment from the moment it takes effect.
- 3.9 Buyer is at all times obliged to conduct its own investigation to verify any advice given by Roval and documentation material provided by Roval. Buyer cannot derive any rights from advice and information from Roval that does not directly relate to the agreement.

4. Technical and Other Requirements – Delivery Area

- 4.1 Any technical or other requirements imposed by Buyer on the Performance, which deviate from the requirements and standards customary in Roval's industry in the Netherlands and/or deviate from the (standard) sizes/weights/properties stated in Roval's catalogue, must be explicitly stated in writing by Buyer before the conclusion of the agreement, failing which Buyer cannot rely on such deviating requirements against Roval. Buyer indemnifies Roval against all claims from third parties, including authorities, based on or related to the Performance not meeting foreign requirements and standards.
- 4.2 Resale by Buyer or a third party of Roval's products outside the EU is prohibited due to **Article 18** (Liability). Buyer may not resell/deliver/transfer the Performance purchased from Roval to a country or customer prohibited under European sanctions. Buyer undertakes to impose this same clause on its own customers.
- 4.3 Deviations in quality and/or properties (such as dimensions, weights and visual appearance) from what has been agreed between parties are in all cases part of the agreed Performance and thus never constitute a defect if such deviations are: generally permissible in Roval's industry (including tolerances as stated in NEN-EN 12020-2 2023 and coating work in accordance with Qualicoat and anodising in accordance with EEWA-EURAS), and/or technically unavoidable, and/or the result of a government regulation, and/or arise from or are related to standards and/or conditions applicable to the Performance in accordance with any applicable Warranty (**Article 13**). Visual deviations (including colour and pattern) from what has been agreed between parties are also considered part of the agreed Performance if the deviations are minor. If Buyer requires stricter tolerances, it must explicitly agree on this with Roval.

5. Samples, Models and Examples

- 5.1 If Roval has shown or provided a model, sample or example ("Example"), this is presumed to be for indicative purposes only: the actual Performance may deviate from the Example, unless explicitly agreed otherwise.

5.2 Any Example requested by Buyer must be returned to Roval unused and undamaged within 15 days of Roval's request. Failing this, Buyer will owe Roval an immediately payable penalty of €500, plus €100 for each day the violation continues. This penalty is without prejudice to Roval's right to enforce performance and claim full compensation.

6. Execution of the Agreement

- 6.1 Buyer must provide Roval, both before and during performance of the agreement, with all information and cooperation that Roval specifies as necessary or that Buyer should reasonably understand to be necessary for execution. If such information or cooperation is delayed, the delivery time will be extended by at least the same duration as the delay. Roval is entitled to suspend execution, recover the costs of the delay from Buyer, and/or charge for work performed in connection with the delay. If, after notice of default, the information or cooperation is still not provided, Buyer will be in default. The costs of the delay are fixed at a minimum of €500 per incident, without prejudice to Roval's right to full compensation.
- 6.2 Roval is not obliged to warn if Buyer provides incorrect and/or incomplete data and/or items, regardless of whether the incorrectness or incompleteness was or could have been known to Roval. Roval cannot be in breach by using such data or items. Article 7:754 paragraph 2 of the Dutch Civil Code does not apply.
- 6.3 Roval may execute the agreement in stages unless explicitly agreed otherwise. If the agreement is executed in stages, Roval may suspend execution of a subsequent stage until Buyer has approved in writing and/or paid for the results of the preceding stage.
- 6.4 Where the agreement involves an assignment, Roval will execute it with the care of a good contractor. All assignments from Buyer are accepted and carried out solely by Roval. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply.
- 6.5 Roval decides which person or persons, including third parties, will carry out the agreement. Roval also determines how and with what resources the agreement will be performed. Where possible, Roval will take Buyer's reasonable wishes and instructions into account, provided that, in Roval's opinion, they contribute to the timely and proper execution of the agreement.
- 6.6 If the agreed Performance or part thereof, must be carried out at the location of Buyer or that of a third party, Buyer must, at no additional cost and in good time, provide: clean, safe and healthy working conditions; suitable storage and break facilities; unobstructed access for the supply and/or removal of building materials and equipment; electricity, gas and water, along with the necessary connections for these.

7. Delivery and Contract Duration

- 7.1 Delivery of the Performance shall be made available at Roval's warehouse ("Ex Works" in accordance with Incoterms 2020). Transport of the Performance to Buyer is at Buyer's expense and risk. Buyer may insure against these risks. If transport at Roval's expense has been agreed, the risk of transport and the insurance costs shall remain Buyer's responsibility. Transport only takes place up to the front door at the public road and Buyer is obliged to ensure that this location is accessible for normal freight traffic.
- 7.2 Subject to **Article 6.1** (Information and Cooperation), Buyer is obliged to take delivery of the Performance at the moment it is offered to Buyer, failing which the Performance will be transported and stored at Roval or a third party, at Buyer's expense and risk.

- 7.3 Delivery times determined by Roval are approximate unless expressly agreed otherwise. Delivery times commence only when: agreement has been reached on all commercial and technical details; Roval has received all necessary information, including final and approved drawings and written specifications; the agreed (instalment) payment has been received; and all other conditions for execution and/or Delivery have been met. In the event of delayed Delivery, Buyer must always give Roval notice of default in writing and grant a reasonable (remedial) period before default occurs. If the Performance is partly produced or procured outside the EU by or for Roval or must be partly Delivered outside the EU for Buyer, the reasonable (remedial) period is at least sixty working days and in all other cases at least thirty working days. Roval is obliged to compensate the damage suffered by Buyer from the moment Roval is in default regarding timely Delivery. In the event of delayed Delivery, any right of Buyer to compensation from Roval is limited to a maximum of 1% of Roval's invoice amount (excluding VAT), unless the delayed Delivered Performance concerned an individually invoiced Performance or an individualisable part thereof, in which case compensation is limited to 1% of the invoice amount (excluding VAT) thereof. This right to compensation expires within one year after Roval has been in default in this regard. The provisions of **Article 18** (Liability) remain fully applicable.
- 7.4 Roval may Deliver the Performance in parts, unless a partial delivery has no independent value. If Roval Delivers the Performance in parts, Roval may invoice each part separately. If Delivery must be made on a call-off basis, each call-off must take place no later than ten days after the agreed call-off date, and, if no call-off date has been agreed, no later than one month after Roval notifies that the Performance is ready for Delivery.
- 7.5 Buyer must immediately release all transport materials used by Roval, which are marked by Roval and/or of which Roval has given prior notice of a return obligation, in such a way that no costs or damage arise for Roval. Buyer must comply with all instructions given by Roval for returning the materials. Buyer is responsible for any transport materials left behind upon Delivery until Roval has confirmed in writing that it has received these materials back. Buyer guarantees that it will return such transport materials in good condition.

8. Amendment of the Performance

Roval may deliver a Performance that deviates from the agreed terms if such deviations – in the Performance (including packaging and associated documentation) – are required to comply with applicable government regulations or license conditions or if they are minor changes that constitute an improvement.

9. Amendment of the Agreement

- 9.1 If, during the execution of the agreement, it becomes apparent that proper execution requires an amendment or addition to the work to be carried out, parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
- 9.2 If parties agree that the agreement will be amended or supplemented, the Delivery time will be extended by the time Roval requires as a result of the amendment or addition. Roval will inform Buyer of this.
- 9.3 If the amendment or addition to the agreement has financial and/or qualitative consequences, Roval will inform Buyer of this in advance. If a fixed fee has been agreed, Roval will indicate the extent to which the amendment or addition to the agreement will cause the fee to be exceeded.

- 9.4 If the Performance to be delivered must be completed, then in the event of a modification of the agreement, a modification of the conditions of execution and deviations from adjustable quantities, a settlement will be made for more and less work. In the case of a balance of less work, Roval is entitled to compensation equal to 10% of that balance.
- 9.5 If the Performance to be delivered must be completed, Buyer may suspend the execution of that Performance in whole or in part, for example due to weather conditions, delayed execution by third parties or changed requirements. Any measures Roval must take as a result of the suspension and any damage Roval suffers, must be compensated by Buyer. During the suspension, the Performance is at Buyer's risk from the moment Roval notifies Buyer of this in writing. If the suspension lasts longer than 14 days, the part of the Performance already carried out and the materials purchased by Roval but not yet processed will be deemed a partial delivery. If the suspension exceeds one month, Buyer is in default towards Roval.

10. Intellectual Property (IP)

- 10.1 All documents provided by Roval, including Examples, reports, advice, designs, sketches, drawings, software and data carriers, are intended solely for use by Buyer in the context of the offer and/or agreement and may not be reproduced, made public or disclosed to third parties by Buyer without Roval's prior consent. If no agreement is concluded and Roval so requests, the provided documents must, upon request, be returned to Roval without delay, without Buyer being permitted to retain copies or duplicates. In case of violation of this provision, Buyer will forfeit to Roval an immediately payable penalty of €8,000 plus €1,000 for each day the violation continues.
- 10.2 Roval reserves the rights and powers granted under its IP rights, including the Copyright Act.
- 10.3 Roval also reserves the right to use the knowledge increased through the execution of the work for purposes other than the performance of the agreement, insofar as this does not involve disclosing Buyer's confidential information to third parties.
- 10.4 Buyer warrants that any instructions, information, designs and other documents it provides to Roval do not infringe the intellectual property rights of third parties and indemnifies Roval against all related claims. Buyer is liable for all damages suffered by Roval in this regard, including the full costs of legal defence.

11. Termination by Buyer

- 11.1 If Roval is in default, Buyer may not terminate the agreement with regard to the part of the Performance already Delivered to Buyer, unless that part has no independent value or Roval is also in default with regard to that specific part pursuant to **Article 14** (Defects).
- 11.2 Insofar as it concerns an assignment or a Performance to be completed, Buyer may terminate the agreement (or the relevant part) in writing before the agreed term only for compelling reasons. In such cases, Buyer owes the full compensation for the agreed Performance plus the costs that Roval must incur as a result of the non-completion, minus the costs that Buyer can prove Roval has saved due to the termination. Upon payment of this compensation, Roval will Deliver the work completed to date on an "as is" basis.
- 11.3 If Roval allows Buyer to return the Delivered Performance against repayment of the agreed price of the Performance, Buyer is obliged to compensate Roval for all financial loss suffered by Roval, such as losses incurred, lost profits and costs incurred. The compensation owed by Buyer is fixed at 35% of the agreed price, without prejudice to Roval's right to claim full compensation.

12. Security

- 12.1 Roval retains ownership of all goods delivered and to be delivered by Roval to Buyer as security for all current and future claims of Roval against Buyer, on any account whatsoever, insofar as permitted under Article 3:92 of the Dutch Civil Code. Roval also retains a silent right of pledge on all goods delivered and to be delivered by Roval to Buyer. This pledge serves as security for everything that Roval may claim from Buyer at any time, on any account whatsoever. Buyer grants Roval an irrevocable power of attorney, with the right of substitution, to do everything useful and necessary to establish and maintain this pledge.
- 12.2 Any Performance delivered by Roval that falls under the retention of title pursuant to **Article 12.1** may not be processed or resold by Buyer, not even in the normal course of Buyer's business. Buyer is obliged to insure these goods adequately. Buyer is obliged to mark the goods delivered under retention of title by Roval with indications showing that these goods have been delivered by and are therefore the property of Roval, failing which (pursuant to Article 153 of the Dutch Code of Civil Procedure) it is presumed that all goods of the same type present at Buyer's premises are owned by Roval.
- 12.3 If Buyer fails to fulfil its obligations to Roval or if there are reasonable grounds to fear that Buyer will not do so, Roval may remove or have removed any Performance delivered, of which it is the owner due to **Article 12.1** (Retention of Title), from Buyer or from third parties holding it for Buyer. Buyer is obliged to fully cooperate with this under penalty of a fine of 10% of the amount owed by Buyer per day, without prejudice to Roval's right to claim full compensation and performance.
- 12.4 Buyer is at all times obliged, at Roval's first request, to provide (additional) security for all existing and future claims of Roval against Buyer, on any account whatsoever, such that Roval has and will continue to have, in its opinion, sufficient security. Every agreement is entered into by Roval under the suspensive condition that Buyer's creditworthiness is established to Roval's satisfaction.
- 12.5 If Buyer is in default towards Roval and/or an entity affiliated with Roval, Roval may decide to settle, in whole or in part, the claim that such affiliated entity has against Buyer. The claim of that affiliated entity against Buyer will thereby be transferred to Roval to the extent of the amount Roval has paid (Article 6:159 sub d of the Dutch Civil Code). Subject to the suspensive condition of payment, Roval will also have a contractual right of recourse against Buyer for the amount it has paid. Any security provided by Buyer to Roval will also secure these claims.

13. Warranty

- 13.1 A "Warranty" regarding the Performance exists only if it has been agreed in writing and explicitly before or at the time the agreement is concluded. If no warranty period has been agreed, the Warranty will be valid for one year from the day after Delivery, or – if completion occurred earlier – the day after completion. The content of the Warranty is at all times subject to the provisions of these General Terms and Conditions, including **Article 19** (Force Majeure) and **Article 18** (Liability). If the Warranty governs the same subject matter as these General Terms and Conditions, then – unless inconsistent – both provisions apply. If a provision of these General Terms and Conditions conflicts with a provision of the Warranty, the provision of these General Terms and Conditions does not apply. If only part of a provision conflicts, only that part will not apply.
- 13.2 Buyer can only invoke the Warranty if: Buyer proves that the Performance has been stored, used, processed and maintained in accordance with the applicable (usage) instructions; the defect has been reported in accordance

with **Article 14** (Defects); and Buyer has fulfilled all obligations – including payment obligations – towards Roval.

- 13.3 In the event of a successful invocation of the Warranty, **Article 14.8** ((re)payment, repair, (re)delivery) applies, along with any rights explicitly granted additionally in writing in the warranty terms. If Buyer's complaint concerns a Performance covered by a manufacturer's warranty, then within the scope of **Article 14.8** (ii)-(iii) Roval is only obliged to make reasonable efforts to enable Buyer to make use of the manufacturer's warranty. In that case, Roval is not obliged to perform more, earlier or differently than what the manufacturer is obliged to and actually performs under the manufacturer's warranty.
- 13.4 The Warranty is not transferable to third parties and if the Performance from Roval forms part of a work that Buyer must deliver or Deliver to a third party, the Warranty given by Roval to Buyer does not extend to that third party. The foregoing is an exception only if this has been agreed in writing and explicitly between Roval and Buyer and always on the condition that the third party accepts the applicability of these General Terms and Conditions in its relationship with Roval.
- 13.5 Unless explicitly agreed otherwise in writing, Roval is only obliged to perform the Warranty within the Netherlands.

14. Defects

- 14.1 Buyer must inspect (or have inspected) the Performance immediately upon Delivery, verifying whether the quantity (for example, the number or amount) is correct and whether there is any damage, including to the packaging. Defects in the Performance that could thus reasonably have been discovered (an "A-Defect") must be reported by Buyer to Roval in writing immediately upon Delivery, under penalty of forfeiture of rights, for example by making a note on the waybill or delivery note. If no one from Buyer is available for receipt and inspection or no one is authorised to do so, the driver or carrier will note this on the waybill or delivery note and it shall be established between parties that there was no A-Defect and that proper Delivery otherwise took place.
- 14.2 At Delivery or as soon thereafter as possible (no later than within 48 hours) and always before processing, Buyer must – in addition to the inspection under **Article 14.1** and, if lacking expertise, with assistance from third parties – carefully inspect (or have inspected) the Performance. This inspection must at least verify whether: the Performance has been delivered; the quantity is correct; and the agreed quality requirements have been met, or, in their absence, requirements that may reasonably be expected for normal use and/or commercial purposes.
- 14.3 A "B-Defect" includes an A-Defect and any other defect that could reasonably have been discovered through the inspection under **Article 14.2**, or – if applicable – during any supervision by Buyer during execution. A B-Defect must be reported by Buyer to Roval in writing, with reasons, no later than eight days after the day of Delivery, under penalty of forfeiture of rights.
- 14.4 If the Performance is to be completed, the inspections referred to in **Articles 14.1** and **14.2** and the written notification of any A-Defect or B-Defect, must in all cases occur before completion, under penalty of forfeiture of rights.
- 14.5 Hidden defects in the Performance must be reported by Buyer to Roval in writing within eight days after discovery and no later than 1 year after Delivery or – if Delivery took place earlier – after Delivery, under penalty of forfeiture of rights. A defect is hidden if it is not a B-Defect.
- 14.6 If the Performance is to be completed, Roval is released from liability for non-reported B-Defects after completion. Without prejudice to the statutory provisions, completion

is deemed to have occurred if the Performance has been approved and/or put into use by Buyer. If Buyer puts part of the Performance into use, that part is deemed to have been completed. Completion is also deemed to have occurred if Buyer does not inspect the Performance within eight days after Roval has indicated that the Performance is ready for completion. Article 7:758 paragraph 4 of the Dutch Civil Code does not apply.

- 14.7 Buyer must always report defects with reasons and preserve the Performance complained about and (other) (evidence) materials – if possible undamaged and unprocessed – so that Roval has a reasonable opportunity to inspect them and must provide all cooperation requested by Roval, all under penalty of forfeiture of Buyer's rights. Buyer can no longer invoke a defect in a Performance if Buyer processes or resells that Performance after Buyer should reasonably have discovered the defect. As long as Buyer does not fulfil its obligations towards Roval, Buyer cannot invoke a (purported) defect.
- 14.8 If Roval determines that a complaint is justified, it may, at its discretion and to avoid default: (i) credit the price of the Performance or make a payment; (ii) repair the Performance to conform to the agreement; or (iii) deliver the Performance as agreed, unless this has in the meantime become pointless for Buyer, which Buyer must demonstrate with reasons. Upon request, Buyer must return the Performance complained of to Roval. Once Roval has carried out (i), (ii) or (iii), Buyer has no further claim against Roval regarding that complaint. If Roval is nevertheless liable for damage to Buyer, **Article 18** (Liability) applies.

15. Price Increase

If Roval agrees with Buyer on a certain fee, Roval is nevertheless entitled to increase that fee, where necessary, notwithstanding statutory provisions, by: the additional costs that arise or become apparent after conclusion of the agreement, unless such arising or late discovery can be attributed to Roval or should reasonably have been foreseen by Roval when determining the price. If the price increase exceeds 15%, Buyer is entitled to terminate the agreement within eight days after notification of the increase, provided that Buyer pays the price applicable for the Performance, reduced by the savings for Roval due to the termination, against Delivery by Roval "as is" of what has been completed. If the price depended on the costs to be incurred by Roval, the price owed by Buyer is calculated on the basis of the costs incurred, the work performed and the profit Roval would have made from the agreement. Increases in taxes, government levies and exchange rates may always be passed on by Roval without Buyer being entitled to terminate.

16. Payment

- 16.1 Invoices from Roval must be paid by Buyer within 30 days of the invoice date, by bank transfer in Euros.
- 16.2 Payments made by Buyer will always be applied – regardless of any statement by Buyer to the contrary – first to all interest and costs owed, then to due invoices for which the retention of title (**Article 12.1**) has lapsed and finally to the invoices outstanding the longest.
- 16.3 If Buyer defaults on a payment obligation to Roval, Buyer owes interest on the amount due at the statutory commercial interest rate plus 4%, with a minimum of 18% per year.
- 16.4 Roval is entitled at all times to set off any amounts it and its affiliated entities are owed by Buyer and/or entities affiliated with Buyer against any counterclaim of Buyer and/or entities affiliated with Buyer. Roval may also set off non-due and conditional claims and counterclaims. Without Roval's consent, Buyer is not entitled to set off any of its claims against Roval. Buyer has no right of suspension against Roval, nor the right of lien.

16.5 If Buyer is in default towards Roval, Buyer is obliged to reimburse all costs incurred by Roval due to the default for obtaining payment out of court. These costs are fixed at a minimum of 15% of the principal amount, with a nominal minimum of €500.

16.6 Buyer owes Roval all legal costs incurred by Roval against Buyer in all instances, except insofar as Buyer demonstrates that such costs are unreasonably high.

17. Maturity of Claims & Suspension / Termination by Roval

17.1 All claims of Roval against Buyer become immediately due if one or more of the following situations occurs: if Buyer exceeds a term agreed with Roval, such as a payment term; if Buyer intends dissolution, merger or demerger or cessation of its business or (whether or not partial) transfer; if Buyer fails to fulfill any of its obligations towards Roval; if, after conclusion of the agreement, circumstances become known to Roval giving good reason to fear that Buyer will not fulfill its obligations; if Buyer is in default with respect to its obligations towards its (house) bank; if Buyer or a third party applies for or offers suspension of payments, bankruptcy, any (form of) insolvency proceedings or judicial or extrajudicial debt restructuring in respect of Buyer; if attachment is levied on goods in the possession of Buyer and owned by Roval or on goods of Buyer on which Roval has a security right or on a substantial part of Buyer's goods; and/or if one or more of the aforementioned circumstances occur in respect of an entity affiliated with Buyer that has concluded an agreement with Roval or with an entity affiliated with Roval.

17.2 Without prejudice to statutory provisions, in the cases referred to in **Article 17.1**, Buyer is in default and Roval is entitled to suspend further performance of the agreement or to terminate or cancel the agreement with immediate effect, in whole or in part, without judicial intervention being required and without prejudice to Roval's right to claim damages.

17.3 If Roval terminates the agreement due to Buyer's default, it is presumed that Roval cannot realise the Performance (whether or not partially completed and/or Delivered) and that the value of the Performance for Roval is nil, unless Buyer proves otherwise by demonstrating a specific buyer and a specific value. If Buyer provides such proof, it is presumed that Roval's damage (net margin) is 35% of the price of the Performance, subject to counterevidence by Buyer.

18. Liability

18.1 Roval is insured for damage it has caused to third parties within the EU up to a maximum amount of €10 million per claim and €10 million per year, with lower maximum amounts applying to specific categories of damage.

18.2 Any right of Buyer against Roval to compensation arising from an event, where a series of related events is also considered to be one event (the "Event"), is limited to the amount paid out by Roval's insurance in relation thereto, increased by the applicable deductible. If there is no insurance, the insurance does not cover the Event or no payment is made under the insurance, any right of Buyer against Roval to compensation is limited to a maximum of 15% of the invoice value (excluding VAT) of the Performance during the period in which the Event occurred, unless the Event is the result of or relates to an individually invoiced Performance or an identifiable part thereof, in which case compensation is limited to a maximum of 15% of the invoice value (excluding VAT) thereof.

18.3 The following will never be eligible for compensation from Buyer's side:

- business damage/consequential damage, including, for example, delay damages and lost profits;
- damage caused by intent or deliberate recklessness of auxiliary persons or of persons within Roval's organisation who are not charged with the management of its business;
- in the context of **Article 14** (Defects), costs incurred by Buyer within Roval's remedial period (e.g., inspection/shipping costs).

18.4 The above limitations also apply to torts committed by Roval and to guarantees given by Roval, whether or not implicit, as well as to any advice given by Roval. The above limitations do not apply if the damage is due to intent or deliberate recklessness of Roval or of persons charged with the management of its business.

18.5 Roval is authorised to accept any liability limitations of third parties on behalf of Buyer. Any liability for shortcomings of such third parties is limited to the amount that Roval has recovered from said third parties.

18.6 Buyer indemnifies Roval against all claims from third parties that are related to or arise from the agreement executed by Roval, insofar as Roval is not also liable to Buyer for such a claim and if the claim – cumulatively with any claim from Buyer – exceeds the maximum liability specified in the General Terms and Conditions. In that case, Buyer is also obliged to compensate all damage suffered by Roval in this respect, including full defence costs.

18.7 Any legal claim of Buyer against Roval expires one year after Buyer became aware of it and/or could have asserted its legal claim against Roval.

19. Force Majeure

19.1 Force majeure means a failure of Roval caused (in part) by circumstances that cannot be attributed to Roval and were not foreseeable. These circumstances include, in any case: delays at suppliers or other third parties – such as (sea) carriers and customs – on which Roval depends; weather conditions; strikes and work stoppages; closure by order of the government; large-scale or small-scale civil disturbance; natural disasters such as earthquakes; terrorism; fire; loss or theft; disruption of (digital) processes by or in connection with third parties, such as by cybercrime, and/or by malicious software (malware) such as viruses, Trojan horses and worms; a general shortage of necessary raw materials and/or other goods or services needed to produce the Performance; blockages of roads, waterways and ports; and import or trade restrictions.

19.2 Roval is also entitled to invoke force majeure if the circumstance preventing (further) performance occurs after Roval should have fulfilled its obligation.

19.3 During force majeure, Roval's delivery and other obligations are suspended. If the period of force majeure lasts longer than 3 months, either party may terminate the agreement without either party owing compensation to the other.

19.4 If, at the start of force majeure, Roval has already partially performed or can only partially perform, Roval may invoice the performed or performable part separately and Buyer must pay that invoice as if it were a separate agreement, unless that part has no independent value.

20. Applicable Law and Competent Court

The legal relationship between Roval and Buyer is governed by Dutch law, excluding the CISG. Only the Dutch court is competent to hear disputes between Buyer and Roval. The court with jurisdiction over Roval's place of business has exclusive jurisdiction, except where Article 93 of the Dutch Code of Civil Procedure applies. However, Roval remains entitled to summon Buyer before the competent court in Buyer's place of residence.