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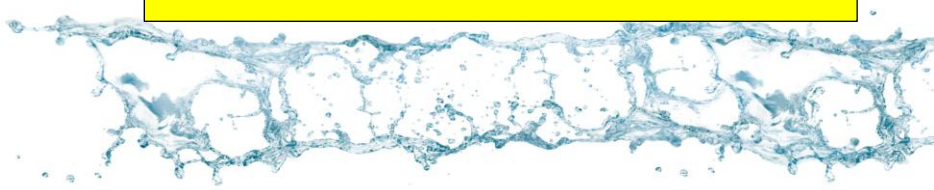
LUBRON
WATERBEHANDELING



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Article 1: Applicability

1.1. These terms and conditions (version: 2025NL01 dated 01-01-2025) apply to all offers made by Lubron Waterbehandeling B.V. (located at Mechelaarstraat 38, postcode 4903 RE in Oosterhout, hereinafter referred to as "Lubron" (m)). They also apply to all agreements concluded by Lubron and to all agreements that may result from these. Lubron's counterparty is referred to as the client or buyer.

1.2. The client's general terms and conditions do not apply and are expressly rejected.

1.3. These general terms and conditions may only be deviated from in writing and with the explicit consent of Lubron.

Article 2: Offers

2.1. All offers are without obligation.

2.2. If the client provides Lubron with data, drawings, etc., Lubron may assume that these are correct and will base its offer on them.

2.3. The prices stated in the offer are based on delivery ex works, in accordance with the Incoterms applicable on the date of the offer. The prices are exclusive of sales tax and packaging.

2.4. An agreement is concluded if the acceptance is in accordance with the offer. If the acceptance deviates from the offer, the agreement will only be concluded after Lubron has expressly accepted these deviations in writing.

2.5. Verbal commitments/agreements are only binding on Lubron insofar as they have been made by an employee of Lubron authorised to represent the company and have been confirmed in writing by such an employee.

Article 3: Intellectual property rights

3.1. Unless otherwise agreed, Lubron retains the copyright and all industrial property rights to the offers it has made, designs, images, drawings, (prototype) models, software, etc. it has provided.

3.2. The rights to the data referred to in paragraph 1 remain the property of Lubron, regardless of whether the client has been charged for their production. These data may not be copied, used or shown to third parties without the express permission of Lubron. In the event of a breach of this provision, the client shall owe Lubron a penalty of €25,000. This penalty may be claimed in addition to compensation under the law.

3.3. The client must return the data provided to it as referred to in paragraph 1 upon first request within the period specified by Lubron. In the event of a breach of this provision, the client will owe Lubron a penalty of €1,000 per day. This penalty may be claimed in addition to compensation under the law.

Article 4: Advice, designs and materials

4.1. The client cannot derive any rights from advice and information received from Lubron.

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

4.3. The client indemnifies Lubron against any claims from third parties relating 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 Lubron wishes to use before they are processed, at its own expense. If Lubron suffers damage as a result, this will be borne by the client.

Article 5: Delivery time

5.1. The parties agree that delivery times for goods are indicative and non-binding.

5.2. When determining the delivery time, Lubron assumes that it can carry out the order under the circumstances known to it at that time.

5.3. The delivery time commences when agreement has been reached on all technical details, all necessary data, final drawings, etc. are in Lubron's possession, the agreed (instalment) payment has been received and the necessary conditions for the execution of the order have been met.
a. If circumstances arise other than those known to Lubron when it determined the delivery time, Lubron may extend the delivery time by the time required to carry out the order under these circumstances. If the work cannot be fitted into Lubron's schedule, it will be completed as soon as its schedule allows.
b. In the event of additional work, the delivery time will be extended by the time required to deliver the materials and parts for this work (or have them delivered) and to carry out the additional work. If the additional work cannot be fitted into Lubron's schedule, the work will be completed as soon as the schedule allows.
c. If Lubron suspends its obligations, the delivery time will be extended by the duration of the suspension. If the continuation of the work cannot be fitted into Lubron's schedule, the work will be completed as soon as the schedule allows.
d. In the event of unworkable weather conditions, the delivery time will be extended by the resulting period of stagnation.

5.4. Exceeding the agreed delivery time shall in no case entitle the Customer to compensation, unless this has been agreed in writing.

5.5. If Lubron is unable to deliver on the agreed date due to circumstances on the part of the Customer, Lubron may charge the Customer for the resulting costs.

Article 6: Transfer of risk

6.1. In the case of a purchase, delivery shall take place ex works, in accordance with the Incoterms applicable on the date of the offer; the risk of the goods shall pass to the buyer at the moment Lubron makes them available to the buyer.

6.2. Even if Lubron installs and/or assembles the goods sold, the risk of the goods shall pass at the moment that Lubron makes the goods available to the buyer at Lubron's business premises or at another agreed location.

6.3. If the purchase involves a trade-in and the buyer continues to use the item to be traded in while awaiting delivery of the new item, the risk of the item to be traded in remains with the buyer until the moment that he has placed it in Lubron's possession.

Article 7: Price changes

7.1. If four months have passed since the date on which the agreement was concluded and Lubron has not yet fulfilled the agreement, an increase in the (external) price-determining factors may be passed on to the client.

7.2. Payment of the price increase referred to in paragraph 1 shall take place at the same time as payment of the principal sum or the last instalment.

7.3. If goods are supplied by the client and Lubron is prepared to use them, Lubron may charge a maximum of 20% of the market price of the goods supplied.

Article 8: Impossibility of performance of the contract/force majeure

8.1. Lubron shall be entitled to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations due to circumstances that were not foreseeable at the time of concluding the agreement and that are beyond its control.

8.2. Circumstances that could not be anticipated by Lubron and that are beyond its control include, among other things, the failure of Lubron's suppliers and/or subcontractors to fulfil their obligations or to do so on time, war, threat of war, epidemics and pandemics, government measures, extreme weather conditions, earthquakes, fire, loss or theft of tools, loss of materials to be processed, limited availability of energy, power failure, failure of the internet, computer network and telecommunications facilities, cybercrime, roadblocks, transport difficulties, strikes or work stoppages, and import or trade restrictions.

8.3. Lubron is not entitled to suspend performance if performance is permanently impossible or if a temporary impossibility has lasted for more than six months. In that case, the agreement may be terminated for that part of the obligations that has not yet been fulfilled. In that case, the parties are not entitled to compensation for damage suffered or to be suffered as a result of the termination.

Article 9: Scope of the work

9.1. The client must ensure that all permits, exemptions and other decisions necessary to carry out the work are obtained in good time.

9.2. The price of the work does not include:
- the costs of earthworks, pile driving, cutting, breaking, foundation work, bricklaying, carpentry, plastering, painting, wallpapering, repair work, welding, pipework, electrical engineering or other construction work;
- the costs of connecting gas, water, electricity or other infrastructure facilities;
- the costs of preventing or limiting damage to items present on or near the work site;
- horizontal/vertical transport;

- the costs of removing materials, building materials or waste;
- travel and accommodation expenses.

Article 10: Changes to the work

10.1. Changes to the work will in any case result in additional or less work if:
a. there is a change in the design or specifications;
b. the information provided by the client does not correspond with reality;
c. there is a deviation of more than 10% from the estimated quantities.

10.2. Additional work will be calculated on the basis of the value of the price-determining factors applicable at the time the additional work is performed. Less work will be settled on the basis of the value of the price-determining factors applicable at the time the agreement was concluded.

10.3. If the balance of the reduced work exceeds that of the additional work, Lubron may charge the client 10% of the difference in the balances in the final invoice. This provision does not apply to reduced work resulting from a request by Lubron.

Article 11: Performance of the work

11.1. The client shall in any case ensure, at its own expense and risk, that Lubron can carry out its work undisturbed and at the agreed time, that it has access to the necessary facilities for the performance of its work, and that:
- Lubron's personnel can commence the work according to the agreed schedule and can work during normal working hours. Insofar as Lubron deems this necessary, work may also be carried out outside normal working hours, provided that this is notified to the Client within a reasonable period of time;
- it informs Lubron in writing and in good time before the commencement of the work of all safety regulations applicable at the place of work;
- the work can be carried out in a healthy and safe environment;
- all necessary safety measures are taken before the commencement of the work and are maintained during the work;
- Lubron's personnel have access to adequate sanitary facilities;
- all necessary assistants, cranes, lifting and hoisting equipment, transport and auxiliary equipment, machines, operating materials (such as fuels, oils, greases, gas, water, electricity, steam, compressed air, heating and lighting) and the measuring and testing equipment normally used by the Client's company are available at the place of work in good time;
- sufficient office space is available for Lubron at the place of work;
- sound and adequately secured digital infrastructure and internet facilities are available, insofar as necessary;
- sufficient storage space is available to protect against loss, theft and damage to the tools and equipment intended for the work and to the personal property of Lubron's personnel;
- the access roads to the installation site are suitable for the necessary transport of the items to be installed and Lubron's operating resources.
- gas, water and electricity;
- heating;
- lockable dry storage space;
- facilities prescribed by the Working Conditions Act and regulations.

11.2. The client is liable for all damage resulting from loss, theft, burning or damage to tools, materials and other items belonging to Lubron that are located at the place where the work is being carried out.

11.3. If the client fails to fulfil its obligations as described in the previous paragraphs and this causes a delay in the performance of the work, the work will be carried out as soon as Lubron's schedule permits. In addition, the client is liable for all damage resulting from this for Lubron.

Article 12: Completion of the work

12.1. The work shall be deemed to have been completed when:
- the client has approved the work;
- the work has been taken into use by the client. If the client takes part of the work into use, that part shall be deemed to have been completed;
- Lubron has notified the client in writing that the work has been completed and the client has not indicated in writing within 14 days of the notification whether or not the work has been approved;
- the client does not approve the work on the basis of minor defects or missing parts that can be repaired or delivered within 30 days and that do not prevent the work from being put into use.

12.2. If the client does not approve the work, it is obliged to notify Lubron of this in writing, stating the reasons.

12.3. If the client does not approve the work, it shall give Lubron the opportunity to deliver the work again. The provisions of this article shall apply again in that case.

Article 13: Liability

13.1. Lubron is only liable for damage suffered by the client that is the direct and exclusive result of a shortcoming attributable to Lubron, whereby Lubron's liability is always limited to the amount covered by the liability insurance taken out by Lubron, plus the excess.

13.2. If, for any reason whatsoever, no payment is made under the insurance referred to in paragraph 1, any liability shall be limited to the price of the order/agreement, with a maximum of €50,000.00.

13.3. Partly in view of the provisions of paragraph 1, Lubron is not liable for, among other things:
- trading losses, including, for example, stagnation damage, loss of profit, loss of production and reduction in usage possibilities, loss of contracts and customers;
- damage caused while in custody. Damage caused while in custody includes damage caused by or during the performance of the work to items being worked on or to items located in the vicinity of the place where the work is being carried out;
- damage caused by intent or deliberate recklessness on the part of Lubron employees or auxiliary persons;
- damage resulting from liability towards third parties;
- damage resulting from infringement of intellectual property rights, licences and other rights of third parties;
- damage resulting from damage to or loss of raw materials, semi-finished products, models, tools and other items made available by the client;
- damage resulting from loss or corruption of data;
- damage resulting from advice given by Lubron, designs, drawings, calculations, software and similar work supplied;
- damage to crops caused by the failure or malfunction of installed equipment that has been delivered or supplied by or under the responsibility of Lubron.

13.4. The client is obliged to indemnify and compensate Lubron for all claims from third parties for compensation for damage in connection with the performance of the agreement, including claims from third parties for product liability as a result of a defect in a product supplied by the client to a third party and which consisted (in part) of products and/or materials supplied by Lubron.

13.5. The aforementioned clauses regarding exoneration and/or limitation of Lubron's liability apply in the same way or mutatis mutandis to the auxiliary persons called upon by Lubron.

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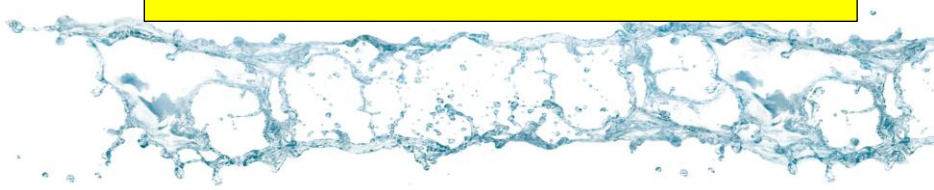


Article 14: Warranty

14.1. Unless expressly agreed otherwise in writing, Lubron guarantees the soundness of the delivered construction and the materials used for a period of twelve months, provided that it was free to choose them. If the delivered construction or the materials used prove to be unsound, Lubron will repair or replace them. Parts located outside the Netherlands and those repaired or replaced by Lubron must be sent to Lubron carriage paid. The costs of dismantling and reassembling the parts located outside the Netherlands, as well as the associated travel and accommodation costs, shall be borne by the client.

14.2. If the agreed performance consists of processing materials supplied by the client, Lubron guarantees the soundness of the processing carried out for a period of twelve months. If it appears that a process has not been carried out properly, Lubron will decide whether to:
- re-performs the processing. In that case, the client must supply new materials at its own expense;
- repair the defect. In that case, the client must return the materials to Lubron carriage paid;
- credits the client for a proportionate part of the invoice.

14.3. If the agreed performance consists of the delivery of an item, Lubron guarantees the soundness of the delivered item for a period of twelve months. If it appears that the delivery has not been sound, the item must be returned to Lubron carriage paid. Lubron will then decide whether to:
- repair the item;
- replace the item;
- credits the client for a proportionate part of the invoice.

14.4. If the agreed performance consists (in part) of the installation and/or assembly of a delivered item, Lubron guarantees the soundness of the installation and/or assembly for a period of three months. If the installation and/or assembly proves to be unsound, Lubron will repair it. The travel and accommodation costs incurred for repairs outside the Netherlands will be borne by the client.

14.5. If the agreed performance consists (in part) of carrying out preventive maintenance or repairing a fault in a delivered item, Lubron guarantees the soundness of these service activities for a period of three months, provided that Lubron was free to choose the relevant materials and/or method of construction and the manner in which the service activities were carried out. The travel and accommodation costs incurred for repairs outside the Netherlands shall be borne by the client.

14.6. Parts for which the client and Lubron have expressly agreed in writing are covered by a manufacturer's warranty, which warranty then replaces the warranty under this article.

14.7. In all cases, the client must give Lubron the opportunity to repair any defect or to redo the work.

14.8. The client can only invoke the warranty after it has fulfilled all its obligations towards Lubron.

14.9a. No warranty is given for defects resulting from:
- normal wear and tear;
- improper use;
- failure to perform maintenance or incorrect maintenance;
- installation, assembly, modification or repair by the client or third parties;
- parts (including software) procured by Lubron from third parties, insofar as the third party is not liable to Lubron for this.

14.9b. No warranty is given for goods delivered that were not new at the time of delivery.

14.10. The warranty on products delivered by Lubron shall lapse as soon as the conditions applicable to the product in question are not met. These conditions are stated in the operating instructions supplied with the product in question.

14.11. The warranty on water treatment installations shall lapse as soon as the composition of the water to be treated does not, or does not continuously, comply with the design specifications as stated in the quotation specification text or the operating instructions for the water treatment installation in question.

14.12. The warranty on a water treatment installation will also lapse if, at the time of placing the order for delivery of the installation, the client decides not to take out a service subscription with Lubron and Lubron has prescribed and/or recommended such a service subscription in the quotation and/or order confirmation to the client.

14.13. The warranty on water treatment installations shall lapse if Lubron does not have timely access to all information expressly requested by Lubron from the client. If Lubron indicates that it needs to have a water analysis of the water to be treated, Lubron shall provide the client with the parameters that must be analysed as a minimum. The sampling and analysis may only be carried out by a nationally recognised laboratory or by Lubron itself, as instructed by Lubron. The client must provide, in good time and free of charge, all the preconditions necessary for representative sampling (e.g. a working pump with sufficient capacity).

14.14. The result of the water treatment, expressed in water quality requirements, is guaranteed in accordance with the specifications stated in the order confirmation and/or the delivery protocol. Lubron will be given the opportunity to achieve the specified requirements within six months of the initial commissioning of the installation. Lubron will have fulfilled the guarantee issued on the result of the water treatment if, at the time of delivery of the installation, the water quality requirements specified by Lubron are met. After the moment of delivery, the client will have overall responsibility for the management and maintenance of the installation. Therefore, from that moment on, the client also has overall responsibility for the results achieved by the water treatment.

Article 15: Complaints

15.1. The client can no longer invoke a defect in performance if he has not submitted a written complaint to Lubron within 14 days of discovering the defect or reasonably should have discovered it. If these deadlines are exceeded, any claim for those defects will lapse. Legal proceedings must be instituted within 1 year of the aforementioned notification, on pain of forfeiture of all rights.

15.2. If the client has made the aforementioned report and no defect is found for which Lubron is liable, Lubron is entitled to reimbursement of the costs it has incurred as a result of the report.

Article 16: Goods not taken delivery of

If goods have not been taken delivery of after the delivery period has expired, they will remain at the disposal of the client. Goods not taken delivery of will be stored at the client's expense and risk. Lubron may always exercise the authority granted under Article 6:90 of the Dutch Civil Code.

Article 17: Payment

17.1. Payment shall be made at Lubron's place of business or to an account designated by Lubron.

17.2. Unless otherwise agreed, payment shall be made as follows:
a. in cash for over-the-counter sales;
b. if payment by instalments has been agreed:
- 50% of the total price upon order;
- 45% of the total price before shipment/transport of the material;
- 5% of the total price upon delivery, but no later than 3 months after delivery;
c. in all other cases within 8 days of the invoice date.

17.3. Regardless of the agreed payment terms, the client is obliged, at Lubron's request, to provide sufficient security for payment in Lubron's opinion. If the client fails to do so within the specified period, it will immediately be in default. In that case, Lubron has the right to terminate the agreement and recover its damages from the client.
The client's right to set off its claims against Lubron is excluded, unless Lubron is declared bankrupt.

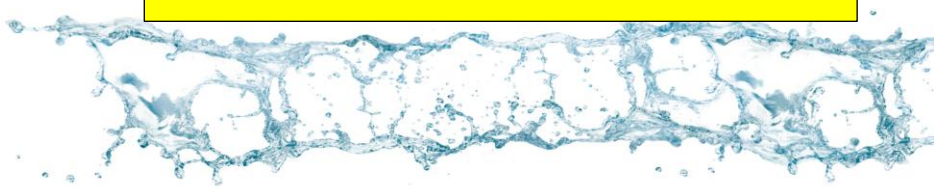
17.4. The entire claim for payment shall become immediately due and payable if:
- a payment term has been exceeded;
- the client has gone bankrupt or applies for a moratorium on payments;
- the client's assets or claims are seized;
- the client (company) is dissolved or liquidated;
- the client (natural person) is placed under guardianship or dies.

17.5. If payment has not been made within the agreed payment term, the client will immediately owe interest to Lubron. The interest rate is 10% per annum, but is equal to the statutory (commercial) interest rate if this is higher. For the purpose of calculating interest, part of a month is considered a full month.

17.6. If payment has not been made within the agreed payment term, the client will owe Lubron all extrajudicial costs, with a minimum of £100.00.

17.7. The extrajudicial costs are calculated on the basis of the following table:

on the first £3,000	15
on the excess up to £6,000	10
on the excess up to £15,000	8
on the excess up to €60,000	5
on the excess from £60,000	3



If the actual extrajudicial costs incurred exceed the amount calculated above, the actual costs incurred will be payable.

17.8. If Lubron is successful in legal proceedings, all costs incurred by it in connection with these proceedings shall be borne by the client.

Article 18: Retention of title and right of pledge

18.1. After delivery, Lubron shall remain the owner of the goods delivered for as long as the client:
- fails or will fail to fulfil its obligations under the agreement or other similar agreements;
- fails or will fail to pay for work performed or to be performed under such agreements;
- has not paid claims arising from the non-fulfilment of the above agreements, such as damage, penalties, interest and costs.

18.2. As long as the delivered goods are subject to retention of title, the client may not encumber and/or dispose of them outside the normal course of its business.

18.3. After Lubron has invoked its retention of title, it may retrieve the delivered goods. The client shall allow Lubron to enter the location where these goods are located.

18.4. If Lubron cannot invoke its retention of title because the delivered goods have been mixed, transformed or reprocessed, the client is obliged to pledge the newly formed goods to Lubron.

Article 19: Termination

If the client wishes to terminate the agreement without Lubron being at fault and Lubron agrees to this, the agreement will be terminated by mutual consent. In that case, Lubron is entitled to compensation for all financial loss, such as loss suffered, loss of profit and costs incurred, with a minimum of 15% of the price of the order/agreement.

Article 20: Applicable law and choice of forum

20.1. All agreements to which these terms and conditions apply are governed by Dutch law.

20.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation whose exclusion is permitted.

20.3. Only the civil court with jurisdiction in Lubron's place of business shall hear disputes, unless this is contrary to mandatory law. Lubron may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.

20.4. The parties may agree on another form of dispute resolution, such as arbitration or mediation.