

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF MAX MACHINERY EQUIPMENT(2026)

Deposited with the Chamber of Commerce Overijssel under number 05076488

Article 1: Definitions

1.1 MAX MACHINERY EQUIPMENT (Chamber of Commerce 05076488) and its associated operating companies and its legal successors by universal title are the users of these General Terms and Conditions and shall hereafter be designated as 'we' and 'us'.

1.2 'Counterparty' and/or 'client' shall be taken to mean any (legal) person or entity to whom we address our offers and those persons who address offers to us, those persons who issue an order to us or those persons with whom we enter into an agreement and further those persons with whom we are in any legal relationship and furthermore their representative(s), authorised representative(s), assignee(s) and heir(s).

1.3 All sister, subsidiary and parent companies and/or other companies belonging to Max Machinery Equipment will be designated as 'group companies'.

Article 2: Applicability

2.1 These General Terms and Conditions apply to all our offers, agreements, order agreements (relating to the provision of work by us) and all legal actions, deliveries, activities and services provided by us and services sold via us, including all precontractual situations and legal relationships entered into with us in the future that relate among others to the sale of (second-hand) machines, (commercial) vehicles, parts and accessories, the provision of repair, maintenance and other work on the products and/or machines and/or vehicles, and all related services.

2.2 Deviations from and additions to these General Terms and Conditions shall only be binding upon us if agreed in writing.

2.3 If it emerges that one or more provisions of these General Terms and Conditions contradict the law, the remaining provisions of these General Terms and Conditions will remain fully in force.

2.4 In the event of a conflict between the content of the agreement entered into between the counterparty and us and these General Terms and Conditions, the provisions of the agreement will prevail.

2.5 If we do not at all times demand strict compliance with these Terms and Conditions, this does not mean that the provisions therein are not applicable or that we should to any extent lose the right, in all other cases, to demand strict compliance with the provisions of these Terms and Conditions.

Article 3: Offers

3.1 All our offers and quotations are non-binding unless they contain a period for acceptance, in which case the offer shall expire after that period.

3.2 Any alterations and/or undertakings by us following the offer, either verbally or in writing represent a new offer whereby the previous offer shall expire.

3.3 If acceptance by the counterparty deviates from the offer, this shall count as a new offer from the counterparty and as a rejection of our offer in its entirety, also if containing a deviation only on minor points.

Article 4: Establishment

4.1 The agreement shall be established in as far as applicable within the period specified by us at the moment of receipt by us of a written acceptance of an offer. If the counterparty makes an offer and/or issues an order, at the moment that we have approved and confirmed the offer and/or order in writing, or if we have made a start on implementation of the order.

4.2 If the counterparty has accepted the offer by electronic means, the agreement shall only be established after we have approved and confirmed this acceptance in writing. As long as receipt of this acceptance has not been confirmed and approved by us in writing, the agreement shall not yet have been established.

4.3 Any additional agreements made or alterations and/or undertakings issued by our personnel, representatives, sellers or other intermediaries either verbally or in writing, after the agreement, shall not be binding unless confirmed by us to the counterparty, in writing.

4.4 Orders issued via intermediaries, including agents, representatives or resellers shall only be legally valid after we have confirmed them in writing. Verbal agreements and stipulations shall only be binding after they have been confirmed in writing by us, by the duly authorised persons.

Article 5: Prices

5.1 The prices specified by us are net prices excluding turnover tax and other government charges and/or third party charges applicable to the sale and/or delivery and/or implementation of the agreement (including banking transaction costs) and are based on delivery ex our location, except in as much as agreed otherwise, in writing.

5.2 The prices specified by us are recorded in euros or in any other currency agreed by us; any exchange rate differences shall be for the risk of the counterparty unless further agreed in writing.

5.3 If a payment term as intended in Article 7.1 is exceeded, we reserve the right to charge on any exchange rate differences by means of an equivalent price rise.

5.4 We reserve the right to charge an equivalent price rise to the counterparty if after entering into the agreement a foreseen or unforeseen rise occurs in one or more price-determining factors and/or statutory charges including wages, premiums, materials, (transport) charges (from third parties) and exchange rate changes.

5.5 If not expressly otherwise agreed in writing, delivery costs, service costs and costs for sending, etc. shall never be included in our price.

5.6 Price rises arising from additions and/or changes to the agreement shall be for the account of the counterparty.

5.7 Costs arising as a result of default on the part of the counterparty in facilitating implementation of the agreement and/or because circumstances arise that are attributable to the counterparty as a consequence of which we incur costs, shall be charged by us to the counterparty.

5.8 We are not liable for any textual errors of printed matter, (online) advertisements and/or other forms of marketing presentations.

Article 6: Cancellation

6.1 In the event of cancellation by the counterparty, we are entitled to withhold and not to repay part of the down payment equal to 10% of the sales price with a minimum of € 1,500 per object by way of cancellation fee, without prejudice to our right to demand additional compensation of the costs incurred (including delivery, storage, insurance and garage costs) are higher than the down payment amount.

Article 7: Payment

7.1 The counterparty is required to pay all invoices prior to the delivery of the goods in question or prior to the provision of the work/services in question, unless otherwise expressly agreed in writing. We will not deliver the goods in question or provide the work and/or services in question before full payment of all invoices. All invoices must have been paid by the counterparty at the latest 8 days following establishment of the agreement unless expressly otherwise agreed in writing. Setoff against demands claimed against us by the counterparty shall not be permitted.

7.2 We are able to approve deferment of payment. We are thereby entitled to cancel any agreed discount, with retroactive effect, to demand 2% interest on the outstanding amount per month and to demand €35 garage costs per machine or vehicle per day from the counterparty. We thereby at all times reserve the right to still fully or partially dissolve the agreement.

7.3 Within two days following the establishment of the agreement, the counterparty is required to have made a down payment of at least 10% of the gross sales value of the object with a minimum of €1,500 per object, or another amount to be determined by us in the agreement or an appendix to that agreement. In the absence of (timely) payment, we shall be entitled to suspend compliance with our obligations.

7.4 If the down payment referred to in article 7.3 has not been received by us within two days, we are entitled, without notice of default and without judicial intervention, to dissolve the agreement or part thereof.

7.5 If the counterparty wishes to export an object for its own account and risk outside the European Union, the counterparty must have stood surety for delivery of the object, which will be repaid after the object has been correctly electronically exported (and deregistered). Unless otherwise agreed in writing, security shall be equivalent to the Dutch VAT, for each object.

7.6 In the absence of (timely) payment of foreign currency amounts, within the term(s) referred to in article 7.1 or 7.3, we reserve the right to charge on to the counterparty any currency fluctuation with respect to the euro.

7.7 Payments made by the counterparty shall at all times serve to settle all interest and costs payable and then to settle all claims from the longest outstanding agreement, even if the counterparty states that the payment relates to another claim.

7.8 Max Machinery Equipment and/or its group companies on whose behalf we act as authorised representative in respect of the provisions in this article, shall at all times be authorised to set off all claims which we have either individually and jointly against and/or owe to the counterparty, with all amounts that the counterparty can claim from us and/or owes to us, or to claim a suspension right in respect of (one or more) of those claims. Boss Machinery B.V., its group companies and the counterparty agree that the settlement authority is extended and furthermore that mutuality is not required for settlement.

7.9 In the event of (application for) liquidation, insolvency, bankruptcy or moratorium on the part of the counterparty, the claims on whatever grounds (including those of the parties referred to in article 7.8) against the counterparty shall be immediately demandable.

7.10 Cash payments may only be made taking account of the statutory requirements and upon presentation of a valid identification document. Any proof of payment issued by us shall thereby serve as the sole valid proof of payment.

Article 8: Delivery time, delivery, risk

8.1 Delivery times will be determined in mutual consultation. However, any delivery times and/or delivery dates specified by us shall never be considered deadlines, unless otherwise agreed in writing.

8.2 The exceeding of the delivery time is not attributable to us, the counterparty can under no circumstances claim compensation or dissolution of the agreement. If we call in a third party, such as a transport operator, for implementation of the agreement with the counterparty, we shall not be liable for losses suffered by the counterparty in connection with shortcomings on the part of said third party.

8.3 If delivery is made including transport and/or shipment, that transport and/or shipment shall be for the account and risk of the counterparty. This means that all costs relating to said transport shall be for the account of the counterparty and the counterparty shall bear the risk for loss, damage and non-timely delivery of the purchased item and the risk that authorities charge unforeseen costs in connection with that transport, such as the costs for inspection of the delivery by the customs authorities. We hereby expressly exclude our liability for all damage that occurs during the (commissioned) loading and transport by us of goods to be transported and/or shipped by us, in those cases whereby the damage relates to the unsound lashing down of the cargo and/or any exceeding of the maximum axle load and mass of the equipment used for that transport and/or exceeding of the dimensions permitted for the transport and/or shipment.

8.4 If we take responsibility for the sending of the goods, at the request of the counterparty, or if the agreed parity of the ICC INCOTERMS imposes that responsibility upon us, the time and manner of delivery and delivery route shall be at our discretion. We shall only take out transport insurance if agreed expressly and in writing with the counterparty. All related costs shall be for the account of the counterparty.

8.5 At least 2 working days before the object is due to be collected, the counterparty must announce in writing

whether it requires transport insurance.

8.6 The delivery will be made ex our location.

8.7 If the counterparty fails to collect the goods within the agreed period or fails to offer us the opportunity to deliver the goods, the counterparty shall be immediately in default and the goods will be stored for the account and risk of the counterparty. If the counterparty refuses to collect the goods within the period specified by us, we shall be entitled to fully or partially dissolve the agreement and to sell the goods, in a manner to be specified by us, without being required to pay any compensation. We are entitled to set off our claim against the revenue from the sale.

8.8 The risk for the sold products, machines and vehicles shall transfer from us to the counterparty at the moment of delivery. In the event of sale of a vehicle, the counterparty shall be required to insure the vehicle from the moment of delivery.

8.9 All products and services purchased must be taken up in their entirety. A down payment may not be used to pay for part of an order. Part deliveries are only possible on the basis of a written confirmed change to the order.

8.10 In principle, machines and vehicles will be sold without registration and documentation. The counterparty itself is responsible for assessing whether the registration, machine, vehicle and export documentation present or to be supplied by us are sufficient for import or for registration in the destination country. We are neither responsible nor liable in any way for such documentation.

8.11 If we are not in possession of registration, machine, vehicle and/or export documentation required by the counterparty, and we are confident that this documentation will be obtained by us, we will specify an indicated date of arrival, on which basis no rights whatsoever may be derived by the counterparty. If the counterparty has purchased a machine or vehicle from us, and wishes to commission that machine or vehicle before all documentation is available, this shall take place entirely at the risk of the counterparty. Any damages suffered as a consequence may not be claimed against Max Machinery Equipment (Subsequent) delivery of the documentation in question shall be nothing more than a best effort obligation on the part of Max Machinery Equipment.

Article 9: Warranty, exclusion of liability

9.1 Used machines, vehicles and parts will be sold without any form of warranty and in the condition as seen as approved by the counterparty on the website or at the sales location. We are not liable for any hidden or visible shortcomings. This exclusion of liability also relates to liability for consequential damage and complete or partial loss of the sold item as a consequence of the effect of hidden shortcomings present at the moment of delivery, for example major mechanical damage or destructive fire as a consequence of a relatively minor hidden shortcoming such as a minor leak in the fuel supply. Warranty will only be issued on used machines, vehicles and/or parts if and in as much as specifically specified in the sales agreement.

9.2 If the counterparty issues a claim or complaint against the warranty issued by us in the purchase agreement in question, we will assess and as necessary settle the warranty or complaint taking account of the relevant provisions in the agreement. Warranty entitlements and entitlements relating to non-conformity claimed by the counterparty shall not be transferrable to third parties. All warranty requests or complaints must be submitted via info@maxmachinery.nl.

9.3 All rights and entitlements of the counterparty relating to shortcomings in the sold object shall expire if legal proceedings have not been initiated within two months following those shortcomings becoming known, and under all circumstances within three months following delivery of the sold goods.

Article 10: Machine and Vehicle history

10.1 In recommending goods, we often base our statements on any information present with the goods originating from third parties, and the external appearance of the goods. In principle we do not check this information provided to us by third parties for its accuracy, and we undertake no (technical) inspection. For example, we do not contact dealers to question the service history of a machine nor do we dismantle components to investigate the condition of a machine. No rights may be derived by the counterparty from errors or apparent mistakes in the information provided by us (on our website).

10.2 At its own initiative, the counterparty is entitled to attempt to trace the details of machines and vehicles, as referred to above. If required, we will provide our cooperation. The costs of any such investigation shall be for the account of the counterparty.

Article 11: Reservation of ownership

11.1 Delivery shall take place under reservation of ownership. The ownership of the products and/or machines and/or vehicles, notwithstanding actual delivery, shall only be transferred to the counterparty after the counterparty has settled all our claims relating to the counter performance of the products delivered or to be delivered by us to the counterparty according to the agreement or any similar agreement, or the work carried out or to be carried out on behalf of the counterparty, and relating to claims for failure to comply with such agreements.

Article 12: Dissolution

12.1 If despite a demand specifying a reasonable period, the counterparty fails, fails in time or fails correctly to comply with any (payment) obligation arising from any agreement entered into with us, and in the event of suspension of payment, application for moratorium, bankruptcy, placement under guardianship, liquidation of the business of the counterparty, without notice of default and without judicial intervention, we shall be entitled to dissolve the agreement or part thereof, whereby the entire down payment on the basis of the cancellation payment shall be withheld and shall not be repaid, without prejudice to our right to demand additional compensation for the costs incurred (including delivery, storage, insurance and garage costs) that exceed the amount of the down payment.

12.2 In cases whereby the previous article section does not (yet) offer grounds for dissolution of an agreement

or part thereof, up to the moment that the goods and/or services in question have been (finally) delivered to the counterparty, we are entitled, without notice of default and without judicial intervention, to dissolve the agreement or part thereof. If we make use of this right, we shall owe no payment to the counterparty, nor shall we owe any compensation to the counterparty, on that basis.

Article 13: Suspension and right of retention

13.1 We are authorised to suspend our performance (which shall also be taken to mean future part deliveries) if the counterparty fails to comply with one or more of its obligations or if circumstances brought to our attention give us good reason to fear that the counterparty will not comply with its obligations, except in as much as we are prohibited from doing so, by provisions of compelling law.

13.2 We may exercise the right of retention on all goods of the counterparty to which implementation of the agreement relates and which we actually have in our possession in the framework of the agreement, if the counterparty fails fully or partially to comply with the obligations relating to implementation of the agreement, or other agreements entered into with the counterparty.

13.3 We are entitled to claim from the counterparty all losses (including loss of interest) which we have suffered and the costs which we have been forced to incur in respect of care for the goods which we actually have in our possession (including garage and storage costs).

Article 14: Sale and exchange

14.1 If in the event of sale of a machine and/or vehicle in exchange for a machine and/or vehicle of the counterparty, in advance of the delivery, the counterparty continues to use the machine and/or vehicle to be exchanged, the counterparty shall be required to take due care of the machine and/or vehicle.

14.2 The machine and/or vehicle to be exchanged shall only become our property at the moment that we take actual possession of this machine and/or vehicle.

14.3 The machine and/or vehicle to be exchanged must be free from financing and obligations in respect of third parties.

14.4 Unless otherwise agreed in writing, any goods sold to/exchanged with us by the counterparty must be complete, in good condition and free from hidden defects.

14.5 Unless otherwise agreed in writing, all documents belonging to the machine and/or vehicle must be presented to us at the moment that the machine and/or vehicle becomes our property.

14.6 During the use referred to in section 1 of this article, the risk for the machine and/or vehicle remains with the counterparty, and all costs in particular those relating to maintenance and any damage arising from whatever cause, also as a consequence of loss, which shall include the not handing over (or inability to hand over) the valid, complete vehicle registration documents and any other official documents, shall be for the account of the counterparty.

14.7 If in our judgement at the moment that we take actual possession of the machine and/or vehicle, the machine and/or vehicle to be exchanged is no longer in the same condition as at the moment of establishment of the agreement, we shall be authorised to refuse the exchange, and to demand payment of the agreed purchase price for the machine and/or vehicle or reassessment of the machine and/or vehicle to be exchanged, and to apply the value as at that moment.

14.8 If in our judgement the machine and/or vehicle to be exchanged demonstrates shortcomings which could only be observed following actual handover, but which according to objective yardsticks are proven to have already been present at the moment that the agreement was established, the counterparty must compensate us for any losses suffered by us, as a consequence. Loss shall be taken to include reduction in assessed value.

Article 15: Force majeure

15.1 If force majeure delays or prevents implementation of the agreement, we are authorised to dissolve the agreement in writing, without any entitlement to compensation accruing to the counterparty.

15.2 For our part, force majeure shall be taken to include any circumstance arising beyond our power, as a result of which normal implementation of the agreement is prevented. In all cases, such circumstances resulting in force majeure shall include: if production or delivery of a specific good is halted; if we have sold a machine and/or vehicle to the counterparty that is still to be exchanged and as a result of circumstances not attributable to us, this machine and/or vehicle cannot be delivered to the counterparty; loss, damage and/or delay during and as a result of transport, extreme absenteeism of personnel due to sickness, actions/measures by the customs authorities including (temporary) closure of certain geographical areas, fire, theft or other serious disruptions at our company or at our supplier(s).

15.3 If the manufacturer, importer or supplier makes modifications or (construction) changes to a product, we reserve the right to deliver the changed product, on condition the changed product possesses at least the normal user characteristics of the original product and in the event of special user characteristics, if and in as much as duly agreed between us and the counterparty.

Article 16: Liability

16.1 Except in the event of deliberate intent or gross negligence on the part of our managers (including managing subordinates), our liability shall be excluded, irrespective of whether the claim is based on an agreement entered into with us, an unlawful act or any other basis.

16.2 If we are liable for damage, our liability shall at all times be restricted to direct damage to goods or persons and under no circumstances shall extend to include any commercial damage or other consequential losses, including loss of income and costs relating to the rental of replacement machines and/or vehicles.

16.3 If we are liable for damage, our liability shall furthermore be restricted to the price for which the counterparty purchased the product or to an amount paid by the counterparty for the order, at least up to not more than the current market value of the vehicle in question.

16.4 We shall under no circumstances be liable for damage caused by work which does not form part of our normal work and that is undertaken by us by way of service, at the express request of the counterparty. Such work shall be carried out for the account and risk of the counterparty. We are furthermore not liable for damage

arising from inaccuracies in any free advice issued.

Article 17: Deviating provisions

17.1 If in the sale of certain products by us, special conditions are agreed by us, these special conditions shall prevail in as much as they relate to those specific products, if they would otherwise be in violation of present General Terms and Conditions. In all other matters, these General Terms and Conditions retain their validity.

Article 18: Processing of data

18.1 The data of the counterparty will be processed by us. We are also authorised to make this data available to third parties. In as much as relating to the processing of personal data, this shall relate to processing as intended in the General Data Protection Regulation (GDPR). Thanks to that processing, we are able to implement the agreement, comply with warranty obligations in respect of the counterparty, provide optimum service, provide the counterparty with product information and of personalised offers, in good time. If relating to the processing of personal data for direct mailing, any objection from the counterparty registered with us will be honoured.

18.2 The counterparty is aware that machines and vehicles sold by us are (may be) equipped with software systems that store information about the vehicle. The counterparty indemnifies Max Machinery Equipment against any resultant liability.

Article 19: Sanctions

19.1 The counterparty declares that it will not resell any goods purchased from Max Machinery Equipment to parties appearing on EU sanction lists and/or the OFAC Specially Designated Nationals And Blocked Persons List (SDN).

Article 20: Applicable law, competent court and choice of forum

20.1 The provisions of the Vienna Sales Convention shall not apply. Furthermore, no other future international agreement governing the sale of movable property the effect of which can be excluded by the parties shall apply.

20.2 All agreements entered into with us and all other (legal) legal relationships between us and the counterparty are subject to Dutch law.

20.3 All disputes arising from or relating to the agreement, in as much as not prevented by the provisions of compelling law, shall be exclusively submitted to the competent court in the district of our establishment location.