

GENERAL CONDITIONS OR NOT

1. Application

- a. These conditions apply on all contracts concerning the sales of Products and/or Services by OR NOT to Customers.
- b. These conditions foreclose all other conditions of Customers unless otherwise agreed in writing.
- c. All orders for Products and/or Services shall be regarded as an offer by Customer to purchase Products and/or Services under the terms of this agreement. OR NOT accepts this offer to purchase under this agreement and makes it a binding agreement only after issuing an Order Confirmation.

2. Quotations/Orders and Changes

- a. OR NOT quotations are made without obligation and valid during the period mentioned in the quotation. When no such period is mentioned, the quotation is valid for 10 working days after the quotation date. Orders and oral agreements are valid only when accepted by OR NOT in writing.
- b. All prices are excluding VAT and/or other legal taxes and are valid for ex Works deliveries, so excluding cost for transport, packaging and/or insurance, unless mentioned otherwise in the quotations.
- c. Product expressions, like pictures on the website or in brochure material, can be different from the delivered articles. OR NOT reserves the right to deliver an ordered article in a different form or packaging in which case OR NOT guarantees that any such changed products will offer at least equivalent functionality and performance and that the changes will be mentioned on the order confirmation.
- d. In case of repeat orders OR NOT reserves the right to make changes to ordered specifications, but will identify any such changes in the order confirmation. OR NOT guarantees that any such changed Products will offer at least equivalent functionality and performance. OR NOT will not make any significant variations to Products without Customer's prior agreement.

3. Price and Payment

- a. The Price, and other cost like transport, insurance and VAT, that Customers have to pay will be shown on the quotation, the order confirmation and the invoice. For repeat orders OR NOT may adjust prices to exchange rates, duties, insurance, freight, handling, raw material costs and purchase costs.
- b. Customers are requested to directly contact OR NOT, when they discover an error or difference regarding their order in the order confirmation and/or invoice in order to avoid issues with what OR NOT should have delivered.
- c. Payment shall be made by Customers before the supply of the Products, unless another payment term has been agreed in writing or by e-mail.
- d. Payment proofs will be accepted by OR NOT with the usual reservations and will be regarded as payment only after the payment has been received in full at the bank account of OR NOT. OR NOT reserves the right to refuse these means of payment if she sees any reason to do this.
- e. Payments by the Customer will always be used to pay the oldest due invoices.
- f. If full payment is not received at the due date, OR NOT will be entitled to charge interest at the actual legal rates on top of the amount due.
- g. In case the Customer structurally does not meet the agreed payment condition, OR NOT is entitled to change the payment condition directly and for an unlimited period into payment in advance.
- h. If OR NOT has to recover outstanding payments, then all recovery cost are to be paid by the Customer. Delivery of Products and/or Services can be suspended until full payment is received.
- i. In case OR NOT suspects that the Customer experiences financial problems that may affect proper payments of OR NOT invoices, OR NOT reserves the right to cancel all deliveries and/or demand payment in advance.

4. Delivery

- a. The delivery date specified in the order confirmation is an estimate, which can be determined upon agreement with OR NOT. The place of delivery is as stated in the order confirmation.
- b. For practical reasons, Products may be delivered by installments, which shall be communicated with the Customer.

5. Passing Of Ownership and Risk

- a. Ownership of Products passes to Customer after OR NOT has received full payment.
- b. Reservation of title will apply also to all claims arising from mutual business transactions, regardless of the maturity and the legal basis of the individual claims, may serve to secure the balance of the current business account and will expire only when all the claims of OR NOT have been met in full. In case the Customer sells the goods supplied by OR NOT, in any state whatsoever, all payments due to the purchaser for such sales will be assigned to OR NOT in advance, until such time as all outstanding claims have been met in full. At OR NOT's request, the purchaser will be obliged to notify his customers of this assignment, and provide OR NOT

with all the information and documents necessary for OR NOT to assert claims against this buyer.

- c. Risk is passing at the moment of delivery of the Products in case of free delivery conditions. In case of ex Works deliveries the risk passes at the moment the (transporter of the) Customer picks up the goods.

6. Claims

- a. Customers may only reject Products for material non-conformity with the Product Description by providing written notice to OR NOT within 7 calendar days after delivery or otherwise shall be deemed to have accepted the Products. All claims regarding goods that are delivered by OR NOT must be notified to OR NOT in writing within the period mentioned above.
- b. In case the complaint proves to be justified, the Customer is entitled only to return the goods and to receive adequate replacement or receive credit for their value.
- c. Returned deliveries are only accepted when they have been agreed in writing by OR NOT. In case the Customer returns any goods without this written permission of OR NOT, then OR NOT takes no responsibility for any cost or risk caused by this.

7. Warranty

- a. OR NOT guarantees that the Products are free from defects during the warranty period, unless agreed otherwise in the quotation and/or order confirmation. In case a defect occurs in the warranty period, then OR NOT will make sure this Product will be replaced or repaired within a reasonable period of time. All warranties granted by the manufacturer or supplier to OR NOT will always be passed on to the Customer.
- b. OR NOT's liability, independent if this is connected with contracts or any illegal acts, for defects of Products that have been delivered by OR NOT and that have been notified to OR NOT in time, are limited to OR NOT's fulfillment of the warranty obligations.
- c. This warranty is not valid if the defect is caused by improper use, an external cause or other matters where OR NOT can't be held responsible like hazards, damage, humidity control, electrical stress and/or other environmental conditions not commonly found in a safe home or business environment. This warranty is also not valid if the Product or any parts of the Product have been modified or repaired without OR NOT's prior written consent.
- d. These warranty terms do not conflict with the legal rights of consumers.

8. Services

- a. Services are delivered upon agreement with the Customer.
- b. OR NOT will do it best, depending of the distance and the accessibility of the location of the Product, to perform all requests for Services in time. OR NOT is however not responsible for direct or indirect damages or losses if she is not able to perform her Services upon the agreed time schedule.

9. Force Majeure

- a. If a force majeure event occurs and OR NOT can't fulfill its obligations to the Customer, then all obligations will be extended for the duration of the force majeure situation. Force majeure also means strikes and disclosures, shortage of raw materials, disruptions or other problems regarding the production of material suppliers and or transport means, either self owned or subcontracted with third parties, and/or measures from state authority and/or not receiving any necessary licenses from the side of the government.
- b. If a force majeure event occurs and OR NOT can't fulfill its obligations to the Customer for more than two months, then both parties have the right to terminate the agreement by providing notice in writing. All sums paid will then be returned to the Customers without any additional right for compensation.

10. Liability

- a. OR NOT shall not be liable for:
 1. losses resulting from any defect or deficiency in Products or Services which OR NOT shall have remedied within a reasonable time and/or consistently with the terms of a warranty description;
 2. damage caused by the fact that the Product did not function or did not function properly and/or damage caused by a delivery of the Product or Service that was either not in time, incorrect or incomplete;
 3. indirect damage, consequential losses, immaterial losses, company losses or pure capital losses like missed business opportunities or potential turnover or profit loss;
 4. damage that could have been avoided by following the advices and instructions of OR NOT;
 5. damage caused by the fact that OR NOT used materials that had been specified and/or supplied by the Customer and/or acted upon the instructions given by the Customer.
- b. For any other damage than mentioned above, also when by law is determined that OR NOT is still liable despite all the previous mentioned articles, OR NOT's liability is limited to the amount she can claim with her insurance company. In case no insurance cover this kind of damage, OR NOT's liability is limited to the amount of the invoice price of the Product.

- c. In case OR NOT will be involved in any legal procedure by a Customer, the customer will be responsible for all the cost caused by this.
11. **Intellectual Property**
- a. OR NOT indemnifies Customers from all costs, claims, requests and liabilities arising from normal use or possession of Products delivered by OR NOT infringing the intellectual property rights of third parties under the condition that the Customer:
 - 1. directly notifies OR NOT in writing in case of such a claim or request by a third party, and;
 - 2. leaves the handling of the claim or request only to OR NOT and provides reasonable assistance, and;
 - 3. made no unauthorized modifications or use of the Product supplied by OR NOT.
 - b. With exception of the previous mentioned statements, OR NOT has no further obligation regarding eventual infringements of intellectual property rights.
 - c. Customers indemnify OR NOT in a similar way regarding Products, materials and/or information that they have provided to OR NOT, independent if these Products, materials and/or information are used separately or in combination with other Products.
12. **Protection Customer Data**
- a. OR NOT obtains, uses and sends out personal data concerning the Customer or its employees in accordance with all applicable laws in the Netherlands and consistently with OR NOT's Privacy Policy.
13. **Confidentiality**
- a. Each party must treat all information received from the other which appears to be confidential as it would treat its own confidential information generally, but at least with no less than a reasonable degree of care.
14. **Law, Jurisdiction and Others**
- a. These conditions have been made in accordance with Dutch law and will be updated regularly. All conflicts will be handled by the Court of Justice, located in Arnhem, the Netherlands.
 - b. If a statement in these conditions seems to be in conflict with Dutch law, then Dutch law always has priority.
 - c. The contract date determines which version of the conditions is applicable.
 - d. These conditions have been registered with the Chamber of Commerce in Arnhem and will be send by us on request without any charge.
15. **Definitions:**
- a. OR NOT : OR NOT, Venraystraat 7, 6845 EX, Arnhem, the Netherlands, supplier of Products and/or Services..
 - b. Customer : Legal entity or person who buys or agrees to buy Products and/or Services from OR NOT for other than private use.
 - c. Consumer : Individual who buys or agrees to buy Products and/or Services from OR NOT for private use.
 - d. Product : An individual good which Customer/Consumer buys or agrees to buy from OR NOT.
 - e. Service : Service or support carried out by or for OR NOT.
 - f. Price : Price for Products excluding VAT and/or any other legal taxes and based on ex Works deliveries.
 - g. Delivery Date : Date or period mentioned by OR NOT when the Products and/or Services will be delivered.
 - h. Repeat Orders : Orders which are part of a series of orders that have been placed in the past or that have been delayed.
 - i. Intellectual Property Rights : Patents, trademarks, registered designs and applications for same, copyright, design rights, know-how, trade and business names and any other similar protected right in any country.
 - j. Conditions : General conditions as described as above.
 - k. Working Days : All days except Saturdays, Sundays and acknowledged holidays.

PRIVACY POLICY

OR NOT respects the privacy of her customers. If customers make use of the website www.ornotmetal.com or provide OR NOT with in any way with personal information (for example by telephone or by e-mail) then the customers agree with this Privacy Policy.

OR NOT is responsible for handling Customers personal data in accordance with the Dutch law for protection of personal data ("Wet Bescherming Persoonsgegevens"). Customers can provide information to OR NOT through the website www.ornotmetal.com or any other way.

For example if customers register with OR NOT, request a quotation or place an order for products or services, participate in a questionnaire or register for a newsletter or a mailing list. The information that OR NOT may request can be name, address, e-mail address, telephone number, profession, customer number, bank account information and/or other data in order to perform the services and activities done by OR NOT.

OR NOT can use the customer information for the following purposes:

- a. handling an order or service;
- b. handling by the customer requested or provided information;
- c. providing information regarding the latest developments (for example through newsletters or mailings);
- d. improvement of products and services of OR NOT (for example through questionnaires or call registration);
- e. improvement and security of the website www.ornotmetal.com;
- f. registration of visitor data of (parts of the) website and generating user statistics.

OR NOT can provide the information to with OR NOT connected companies within the European Union, to agents or any other third party subcontracted by OR NOT to perform activities or services for her. If it is necessary that OR NOT has to export these data outside the European Union, then this will only be done after prior consent of the customers or with a license of the Minister of Justice. OR NOT may also use other parties to handle the personal data, but these parties will only perform this handling for OR NOT based on a closed agreement. Further than that, OR NOT will not provide any data to third parties, unless she is legally obliged.

The website www.ornotmetal.com may contain hyperlinks to website of other parties. It is also possible that website of other parties have hyperlinks to this website. OR NOT is not responsible for the Privacy Policy of the websites of the other parties or the use of cookies on those websites.

This Privacy Policy can be changed. OR NOT advises the customers to regularly check this Privacy Policy on any updates.

Customer Information will not be used for any other purpose than described above. The customers can always request for their information and, if desired, have these changed or removed. For this and any other questions regarding this Privacy Policy Customers can always contact OR NOT by e-mail via info@ornotmetal.com.