

## General delivery- and payment terms

### 1. Delivery time and Terms

- a. Delivery times are given as accurately as possible, but are not guaranteed. Under no circumstances is the customer entitled to compensation or the right to cancel the order if the delivery times stated are not met.
- b. Confirmed delivery times depend on obtaining all necessary information, final instructions or approvals from the customer on time. Customer modifications to designs, specifications, or quantities may result in delivery delays and pricing.
- c. The lack of purchase of goods and services or late payment of invoices gives AE Industries the right to terminate the agreement with the customer.
- d. AE Industries will at all times endeavor to grant a (reasonable) customer request to postpone a delivery, however AE Industries is under no circumstances obliged to comply with these requests. If the delivery deviates from the agreements, all costs incurred, plus a surcharge for storage and transport, will be charged to the customer.
- e. The customer is responsible for arranging all import and export papers and approvals.
- f. The customer is responsible for all duties, rates, taxes, and other fees and payments imposed by foreign governments.
- g. All deliveries are based on EX Works (according to Incoterms 2020) and all transactions are subject to the conditions of Orgalime SI 14.
- h. Your submitted order will only be activated as order after verification and acceptance.
- i. Unless otherwise specified, these conditions also apply to subsequent offers.

### 2. Payment terms

- a. Unless otherwise agreed in writing, all payments must be made in full and in advance.
- b. AE Industries has the choice to invoice each shipment separately.
- c. Disputes under the agreement, or delays over which AE Industries has no influence, may never be the reason for the customer not to transfer the invoice amount within the agreed payment term.
- d. In the event of a default by the customer, AE Industries is entitled, without prejudice to any other right or remedy, to suspend further deliveries and increase the interest charge on all outstanding amounts at a rate of 8% per annum above the Euribor, which is defined by the European Central Bank.

### 3. Pricing

- a. All prices offered and calculated by AE Industries are net and in euros.
- b. Commodity prices and international exchange rates are subject to daily fluctuations. In case of drastic changes, AE Industries reserves the right to adjust its prices or conditions accordingly.
- c. Offers made by AE Industries will expire 30 days after the offer date.

4. Transfer of ownership
  - a. The transfer of ownership to the customer will not take place until all payments relating to the order to be delivered have been received in full by AE Industries.
  
5. Reclamations
  - a. The customer cannot claim any shortcomings or defects during inspection, unless:
    1. The customer inspects the goods within five working days after arrival at the customer.
    2. A written complaint is submitted to AE Industries within five working days after receipt of the goods.
    3. AE Industries has been given the opportunity to inspect the goods and investigate the complaint before the goods have been used.
  - b. If a complaint is not reported to AE Industries according to the above procedure, the goods will be regarded as delivery according to contract.
  - c. The customer will have to fulfill his obligations under the contract and comply with the payment conditions.
  - d. Because the deliveries are Ex Works (according to Incoterms 2020), AE Industries is in no way responsible for the delivery of the goods or for claims for loss or damage. The customer is advised to contact the carrier.