

# **GENERAL TERMS AND CONDITONS OF REYM B.V.**

# Article 1 Applicability of General Terms and Conditions

- 1 These General Terms and Conditions are applied by REYM B.V., hereinafter referred to as: 'REYM'. These General Terms and Conditions apply to all offers drafted by REYM and to all agreements that it concludes with its contracting partner (which refers either to the Supplier or to REYM's Client). The also apply to any additional or subsequent orders.
- If the Dutch text of the General Terms and Conditions differs from its translation into English or another language, the Dutch text takes precedence.

# Article 2 Applicable law and choice of forum

- 1 All requests to REYM for offers, offers from REYM and all agreements between REYM and its contract partner, as well as any disputes arising from these, are governed by Dutch law.
- 2 Disputes between REYM and its contract partner shall be submitted solely to the competent court in Rotterdam.

## Article 3 Authorisation to deploy assistants; meaning of terms

- 1 For the execution of an order, REYM may deploy one or more natural persons and/or legal entities that may or may not be affiliated, directly or indirectly, to REYM.
- 2 No term within which REYM must deliver a performance is deemed to be a final deadline unless otherwise agreed.

## Article 4 Insurance obligation

1 If the agreement with the contract partner provides for the realisation of a work or the lease of a REYM storage facility, the contract partner must contract insurance for that work or for the leased storage facility, under which the interests of REYM are co-insured. REYM also has the right to require the contract partner to contract liability insurance. The contract partner must allow inspection of the relevant policies at REYM's earliest request.

## Article 5 Limitation of REYM's liability

1 All liability for damage, direct or indirect, of any description whatsoever, that REYM's contract partner may unfortunately suffer is limited to the amount due for the performance of REYM, unless the damage is caused deliberately or through gross negligence on the part of a managing director or manager of REYM. In any event, REYM's liability shall in no case extend beyond the amount that REYM's insurer will pay out in the case in question.

## Article 6 Special provisions

- 1 If REYM acts as a client or buyer, the Additional Purchasing Terms and Conditions of REYM apply in addition to these General Terms and Conditions. These Additional Purchasing Terms and Conditions shall be sent to the contract partner (the Supplier) at its earliest request. They can also be downloaded from the website at www.reym.nl.
- 2 If REYM acts as a supplier or buyer, the Additional Sales Terms and Conditions of REYM apply in addition to these General Terms and Conditions. These General Terms and Conditions shall be sent to the contract partner (the Client) at its earliest request. They can also be downloaded from the website at www.reym.nl.