

Section 1. General

1. These General Sales Terms & Conditions of Hyva Group (General Terms) apply to all orders, agreements relating thereto, modifications thereof and additions thereto between any company of the Hyva Group (Hyva) that is acting as a seller of products and their Buyers. Any deviation from these General Terms, use of any Hyva's local terms or applicability of Buyer's standard terms is permitted only if explicitly agreed in writing.

2. Buyer shall be regarded as having accepted the General Terms by placing an order to Hyva or by entering into a sales agreement with Hyva.

3. Due to the nature of the products sold by Hyva, most of Hyva customers are considered professional customers, i.e. natural persons who are acting as professionals within the scope of their economic activity (trade, business, craft, liberal profession) or legal entities. If Buyers are consumers within the meaning of applicable law, i.e. they are acting outside the scope of their economic activity (trade, business, craft, liberal profession), these General Terms apply to the extent that they do not limit or are in conflict with the protections granted by the applicable consumer protection laws.

4. Proposals by Hyva become binding on Hyva only after Buyer places an order and Hyva confirms the acceptance of the order.

5. Buyer remains bound by Buyer's order. Hyva will only be bound by descriptions and conditions in the order which deviate from or add to the proposal made by Hyva, after written acceptance thereof.

6. Documentation, drawings, specifications, weight and performances shall be understood as general indications and shall in no way be binding on Hyva.

Section 2. Prices and payment

1. Unless otherwise agreed in writing, prices shall be in accordance with delivery with DAP Incoterm (2020) inclusive of insurance, packaging, transport, assembly and installation as communicated to the Buyer.

2. Hyva reserves the right, even after the order has been accepted by Hyva, to reasonably increase the agreed price for products in case of increases in the price of material or energy or other manufacturing or purchasing costs, increased customs duties or taxes, changes to official exchange rates or other charges that were not specifically foreseeable at the time of entering into the contract. On request, Hyva shall provide Buyer with proof of the increased costs for price increases after the order has been accepted.

3. Unless otherwise agreed, payment should be received by Hyva within 30 days from the date of invoice. Failure to meet this condition will cause Buyer to be in default without the need for Hyva to send a default notice.

4. Any claim for damages or compensation under the warranty or for reimbursement from Hyva shall not suspend the Buyer's obligation to pay.

5. Delay interest for late payment shall be 1 % per month for waste handling products and 0,5% for truck-mounted cranes and truck and trailer components calculated from the payment due date until the date of actual payment. Such late payment interest will be automatically due without prior notice. This rate of interest is also due on all costs, described by and arising from clause 5 of this Section 2.

6. All legal and extra judicial costs incurred by Hyva in order to collect any outstanding amounts shall be at the Buyer's expense.

7. Any products which Hyva has in its possession and which belong (in joint ownership) to Buyer, shall be regarded as a security for the settlement of all amounts Buyer owes to Hyva.

8. If Hyva has reasonable grounds to doubt the financial credibility of Buyer, Hyva shall be entitled to demand payment immediately and to suspend the performance

of any agreed obligation until payment has been received or terminate the order immediately and without further notice and/or judicial interference.

Section 3. Delivery

1. Hyva shall make all reasonable business efforts to deliver on time. Nevertheless, delivery times stated by Hyva are indicative and shall not be legally binding.

2. The calculation of delivery time shall start on the day after the order has been accepted by Hyva.

3. Buyer is not entitled to any compensation or cancellation of the order in case of delay. At the same time, Hyva undertakes to enter into detailed consultation with the Buyer whenever the delivery time has been exceeded excessively.

4. Place of delivery shall be the delivery destination as indicated by Buyer in accordance with DAP Incoterm (2020) unless another delivery term and place is agreed to in writing.

5. Hyva shall notify Buyer when the products are available for shipment and the expected delivery date.

6. Hyva shall be deemed to have fulfilled its obligation to deliver when Hyva has delivered or has attempted to deliver the products to the delivery destination as indicated by the Buyer. Hyva shall be deemed to have fulfilled its obligation to deliver even if the required consent of authorities has not been obtained due to circumstances beyond Hyva's control i) assembled products function, despite not all parts being delivered together with the assembled products, or ii) where a third party, not falling under Hyva's supply chain processes, has failed to complete the expected tasks.

7. Complaints with regards to products, services and invoices shall be lodged within two weeks after receipt of the products by Buyer.

Section 4. Warranty

1. Unless agreed otherwise in writing, Hyva provides warranty for defects in product material and workmanship in accordance with the terms and conditions of the Hyva Warranty Conditions ("Standard warranty") or Hyva Extended Warranty Conditions ("Extended warranty") which are available at <https://www.hyva.com/en-in/warranty/standard-warranty-terms-and-conditions/> and <https://www.hyva.com/en-in/warranty/extended-warranty-terms-and-conditions/>, respectively.

2. Standard warranty period is twelve (12) months from the date of first use of the product. Extended warranty is applicable only if explicitly indicated and only to certain products and is one (1) year (or 1.000 hours of operation) from the date of first use for all operations requiring grabs, forks, manipulators or other accessories generating pushing forces on the ground or truck body, five (5) years (or 5.000 hours of operation) on structural parts and three (3) years (or 3.000 hours of operation) on all other parts.

3. Manufacturer's warranty terms shall apply for the third-party products sold by Hyva.

4. Warranty is strictly limited to repair of the defect or replacement of the defective part or, at Hyva's discretion, replacement of the product itself. To the extent permitted by law, Hyva explicitly rejects any liability for costs of product fitting and removal, vehicle or product downtime, replacement costs, transport or import costs, loss of earnings or profit, any damages caused by Hyva products and/or excessive or unreasonable labor costs.

5. Warranty coverage shall be void or not applicable in cases indicated in section II of Hyva Warranty Conditions or Hyva Extended Warranty Conditions.

Section 5. Risk

1. Risk of loss and damage shall pass from Hyva to Buyer on delivery. Buyer is recommended to insure himself properly for all risks following the delivery.

2. Products returned with the purpose of being inspected or repaired shall remain in Hyva's possession but at the risk of the Buyer. Hyva will not insure these products against any risk whatsoever.

Section 6. Force Majeure

1. Hyva shall not be liable for any loss or damages occurring as a result of non- or late performance due to i) an event of force majeure and/or ii) Buyer's failure to comply with the obligations set out in any agreement existing between Buyer and Hyva or these General Terms. For the purposes of these General Terms, force majeure shall include war, national strike, civil upheaval, fire, floods, epidemics, pandemics, delay caused by third parties and actions by government authorities, acts of god or any other cause that is reasonably beyond the control of the party.

2. Where the event of force majeure lasts for a longer than three (3) months, Hyva shall be entitled to suspend or terminate the agreement, or where no agreement exists, the commercial relationship with Buyer. For these purposes, a written notice shall suffice. Buyer shall not be entitled to any compensation on these grounds. Upon termination, Hyva shall be entitled to reimbursement of costs incurred during the period of the force majeure event.

3. The Party whose performance is impeded or delayed by such event of force majeure shall immediately inform the other Party thereof, and do everything within its means to prevent such a delay or non- performance.

Section 7. Liability

1. Buyer undertakes to defend, indemnify and keep Hyva harmless from and against any injuries, losses, damages, costs, fees, judgment, settlement or other expenses caused by, related to or arising from Buyer's operations, use, sale or ownership of the product(s), or other claims, however arising, in connection with the use or operation of the product(s), unless caused by gross negligence or intent of Hyva.

2. Nothing in these General Terms shall limit or exclude Hyva's liability for death or personal injury caused by its negligence, or the negligence of its personnel, fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful for Hyva to exclude or restrict its liability.

3. Hyva shall not be liable to Buyer, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for any indirect, special, consequential or pure economic loss or damage, any loss of profits, anticipated profits or savings, revenue or business opportunities or damage to goodwill.

Section 8. Retention of Title

1. All products delivered to Buyer shall remain Hyva's property until Hyva receives the full payment of all sums due, including but not limited to assembly, installation and delivery costs. Until the full payment is effectuated, Buyer must treat the products with care and adequately insure them at its own expense against loss and damage at replacement value.

2. Buyer shall notify Hyva about any deterioration of its financial position which could affect its ability to comply with the agreed obligations.

3. Products in which title is retained may not be transferred as security to third parties, alienated, leased or given in exchange, consignment or as a security or otherwise removed from the premises of the company in any other way.

4. Where products for which title is retained are processed, combined and mixed with other products by Buyer to the extent that they cannot be separated, Hyva shall have joint title to the resulting product, proportionally to the amount of the invoiced value of the products to which title is retained.

5. Buyer shall co-operate with measures taken by Hyva to secure the products in which title is retained. Buyer

shall inform the bailiff in the event of a seizure or the receiver in the event of a bankruptcy, about Hyva's ownership of the respective products.

6. Hyva shall be entitled to retain the products which Buyer has returned for repair or assembly purposes or any products which Hyva has in its possession and which belong (in joint ownership) to Buyer, until Buyer satisfies all obligations towards Hyva.

Section 9. Cancellation

1. Cancellations from Buyer must be accepted by Hyva in writing. In case Hyva agrees in writing with cancellations Hyva may request Buyer to buy out all materials bought by Hyva for the performance of the Buyer's order whether those have been used or not, at cost price plus costs of labour incurred and ten percent of the agreed price.

2. In case of cancellation Buyer shall indemnify Hyva against the losses on the exchange rate resulting from the cancellation.

3. In case of cancellation Buyer shall safeguard Hyva from possible claims of third parties resulting from the cancellation.

Section 10. Packaging

Hyva provides standard packaging free of charge. Any special packaging shall be quoted separately and shall be at Buyer's expense. Packaging shall never be returned to Hyva, nor will Hyva be held responsible for any subsequent use or disposal of the packaging materials.

Section 11. Ownership of Materials

1. Drawings, documents and devices, including but not limited to gauges, stamps, moulds, test equipment and tools, cost-accountings, plans, sketches, drawings, statements of sizes and weights, catalogues, images or any other documents drawn up by Hyva (the Materials) may not be copied, imitated or be shown to third parties without prior consent in writing of Hyva. All such Materials shall remain the property of Hyva, regardless of whether the Buyer has paid for them, and shall be returned to Hyva immediately upon Hyva's first request, together with all copies thereof.

2. Statements and information by Hyva, as well as calculations and results of tests carried out as output to be expected of products to be measured, do not in any way oblige Hyva. Products supplied may deviate from such statements, calculations and results. Slight deviations from the usual tolerance shall be permitted even when Hyva has obliged itself in writing to specifically agreed data.

Section 12. Assembly

1. Whenever assembly activities take place outside of Hyva or Hyva appointed third party premises, they shall be at Buyer's risk and expense. Buyer shall provide Hyva with the necessary help, materials and devices and lodging possibilities, at all times observing the legal health and safety requirements. Costs for travelling and lodging shall be charged to Buyer separately.

Hyva Warranty terms and conditions as specified in Section 4 of these General Terms shall apply to all assembly activities.

Section 13. Termination

Delay or lack of performance of Buyer's payment obligation as provided in clause 2.3 or significant deterioration of Buyer's financial condition as provided in clause 2.8, shall entitle Hyva, upon a written notice effective immediately but without judicial interference, to suspend the execution of the order until payment has been sufficiently assured or terminate the order. These rights are without prejudice to any other rights Hyva may have and with no obligation for Hyva to make any compensation whatsoever.

Section 14. Compliance

Parties shall comply with all applicable laws and regulations including but not limited to sanction requirements and export control regulations, anti-money laundering, bribery and anti-corruption, as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. If Buyer resells Hyva's products, Buyer shall comply with sanction requirements imposed, administrated or enforced from time to time by European Union, the United Nations Security Council and any other applicable sanctions authority. Hyva shall have the right to terminate any and all orders and agreements relating thereto if the Buyer does not so comply.

Section 15. Limitation

Buyer's rights of recourse against Hyva are restricted to the statutory limitations of claims and always provided that Buyer has complied with the obligation to notify Hyva of the defects without delay.

Section 16. Applicable law

1. If Buyer and Hyva have the same domicile, these General Terms shall be governed by and construed in accordance with the laws of that domicile country excluding any conflict of law rules. All disputes arising out of the contractual relationship or agreements between the Parties shall be exclusively submitted to the courts of that country.

2. In other cases, these General Terms shall be governed by and construed exclusively in accordance with the laws of the Netherlands excluding any conflict of law rules. All disputes arising out of the contractual relationship or agreements between the Parties as indicated in this clause shall be referred to mediation at the Netherlands Mediation Institute in accordance with its Mediation Rules. The mediation shall be conducted in English. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute being resolved, then that dispute may be referred by either party to the courts of the Netherlands for determination (and for this purpose the parties hereby submit to the exclusive jurisdiction of the courts of the Netherlands).

3. The UN Convention on International Sale of Goods shall not apply.

Last updated on 23 June 2021