

RasterMaster® INFORMATION BROCHURE

Version: GB 20180901

General

The RasterMaster® mower has a unique and award-winning design. It won the Garden and Park Technology Innovation Award.

Since 2007, the RasterMaster® has, in a range of innovative ways, developed into the current generation, modern 360° grass and verge mower.

The mower is a high-quality Dutch product. Designed and produced in the Netherlands:

Dutch Design & Made in Holland

It is capable of clearing grass and weeds from obstacles of a variety of shapes. Round, square, oblong, triangular, C-profile and other shapes are not a problem. The minimum distance between the posts is just 1.70 m and the minimum operating height is just 30 cm. The post thickness can vary up to 230 mm (standard) or even 400 mm (optional for the Profi 120 => Profi 120+).

It does this in one pass, making it unique worldwide, because no other mower to date is known to be able to do this. This makes the RasterMaster® twice as efficient as alternative/competing professional mowers. Mowing is necessary from a visual point of view, but also for safety reasons by preventing power leakage from fencing.

Professional users can be found at: riding schools, racecourses, solar panel parks, contractors, rental companies, horticultural businesses, military cemeteries, the government (the Ministry of Infrastructure and Water Management, municipalities, provinces, the Dutch Forestry Commission), airports and farmers with fencing.

Internationally, there is wide interest, in particular from the following countries: France, Germany, the United States of America, Great Britain, Belgium, Canada, Australia, Sweden and Denmark.

There are various versions of the RasterMaster®, of which the Profi WB100 is the most popular. The Profi WB 120+ is in second place.

The RasterMaster® is produced to order and delivery and payment is standard ex-works. The Netherlands Metal Association conditions apply to all orders. This brochure has been put together with the utmost care, but deviations in models and prices may occur. This is partly due to the fact that RasterMaster® continually seeks to implement innovative improvements to its products and services.

Test and User References,

as published in 'Garden and Park Technology, a trade magazine for professionals who work with machinery in the green industry'.

User 1, Contracting firm: "Relieves us from a lot of manual work."

"The most important reason to purchase the machine was for it to relieve us from a lot of manual work. We had tried various machines but hadn't found the right one. Until we found and purchased the RasterMaster®. (...) The advantage of a front mower is that you get a good view of your work. We use the machine primarily for mowing around posts (...) such as lampposts and other posts on the verge. Mowing around trees isn't very effective because of the height of the roots. We're still using the brushcutter for that. (...) As yet, I'm extremely enthusiastic about it."

Report:

Operation	9
Result	8
Maintenance	9
Price / Quality	7

User 2, Landscaping company: "Thick patches of grass are a problem"

"I bought the RasterMaster® in order to mow the maintenance tracks along the large watercourses. There are posts along these, and I can use this machine to mow around the posts as well as between them. The machine is attached to the rear of the tractor. There is a clapper tank in the front loader that cuts away the grass for the tractor. The machine works well. You just need to keep good track of it, because the machine does have difficulty in areas with thick patches of grass. This was the case above all the first time it was used. If you keep good track of it, it's not a problem after that. Furthermore, I regularly use the machine to mow meadows. It's not a problem to mow under electric fences. A strong point of the machine is that all the grass around the post is gone. Furthermore, I'm really content with the machine, and that's what's most important to me."

Report:

Operation	7
Result	8
Maintenance	8
Price / Quality	7

User 3, Horse owner: "Really happy with the machine".

We first saw the machine online. The work that the RasterMaster[®] performed was good (...) Our foundation has quite a lot of meadows and there are obviously fences around them. Brambles and grass grow underneath the fences and around the posts. That was quite a task with the brushcutter, but it goes really smoothly with the RasterMaster[®]. We did, however, experience that large brambles present themselves as posts, which means that the cutting deck starts turning. However, it works well if you keep good track of it. (...) We're very satisfied with it."

Report:

Operation	8-
Result	8+
Maintenance	8.5
Price / Quality	7

General opinion from the editorial team.

The RasterMaster[®] is great for mowing past round posts. The use of a brushcutter or a similar machine is no longer necessary. The machine is low and therefore has no difficulty with barbed wire. Users are positive about the considerable time gains that are generated. One user had some difficulties mowing thick patches of grass.

Pros and cons:

- + Solid construction
- + Considerable time gains
- Has difficulties with thick patches of grass

Applications

It is necessary to mow grass for visual reasons and from the point of view of safety. Posts that are not free of grass create an untidy appearance and can, in some cases, also result in power leakage. The latter means that the power protection of a fence is no longer adequate. Furthermore, uncut grass can seriously compromise the ability to read and understand road signs.

The RasterMaster® is a perfect machine to remove grass from obstacles. It is no longer necessary to mow parts of an object the mower cannot reach separately, because the machine moves 360° around the obstacle and removes all the grass in one pass. It is no longer necessary to carry out additional mowing with the user-unfriendly brushcutter. As a result, it is not only safer, but also more efficient to use the RasterMaster® rather than any other mower. Better for the working conditions and better for the performance. And because the RasterMaster® mows grass in a single pass, working along the public highway is safer for the operator of the mower as well as the other highway users.

The RasterMaster® is therefore 4x safer and 2x as efficient as other mowers:

- *prevents power leakage: animal safety*
- *increases legibility of road signs: road safety*
- *improves working conditions: personal safety*
- *less time required for work on the public highway: road safety*
- *only 1 pass instead of 2: efficiency => performance*

Obstacles can be between 40 and 230 mm, and up to 400 mm for the WB120+. Obstacles from which grass can be removed without any problems, provided a minimum 30 cm clear height and 170 cm distance between them, include verge signs, crash barriers, road signs, hectometre signs, signposts, street lights, posts made of all types of materials, field fences, enclosures, conductors, cordons, supporting poles for solar panels, road marking posts, speed cameras, etc.





NL- zonnepaneelparken
GB- solarpanel parks
D- Solarzellenparks
F- Parcs de panneaux solaires



NL- afrasteringen
GB- fences
D- Zäune
F- clôtures





NL- renbanen, paardenomheiningen
GB- racecourses, horse fences
D- Rennbahnen, Pferdezäune
F- hippodromes, clôtures de cheval



NL- (berm) obstakels
GB- (roadside) obstacles
D- (Straßenrand) Hindernisse
F- obstacles (routiers)



Operation

Despite the development of the machine over the years, the basic operation of the machine has remained the same:



1.

NL- positioneer maaiplaat in lijn met obstakel

GB- position mower plate in line with the obstacle

D-

F-



2.

NL- rijd de maaier rustig tegen het obstakel

GB- position mower plate in line with the obstacle

D-

F-



3.

NL- rustig doorrijden, de maaiarm beweegt naar achteren

GB- position mower plate in line with the obstacle

D-

F-



4.

NL- de maaiplaat maakt draaiende beweging om obstakel

GB- position mower plate in line with the obstacle

D-

F-



5.

NL- maaïarm zwenkt naar maximale uitslag

GB- position mower plate in line with the obstacle

D-

F-

6.

NL- de maaiplaat maakt draaiende beweging af

GB- position mower plate in line with the obstacle

D-

F-

7.

NL- maaiplaat draait terug naar basispositie

GB- position mower plate in line with the obstacle

D-

F-

8.

NL- de maaier is gereed voor volgende obstakel

GB- position mower plate in line with the obstacle

D-

F-

During the above movements 1 to 8, the operator can simply carry on driving. The speed depends on:

- The distance between the obstacles (the smaller the distance, the slower the speed)
- The height of the grass/growth
- The weight of the grass/growth

The 2019 series

Experiences of the RasterMaster® mowing system since 2007, but primarily the wide variety of applications, have resulted in the development of a completely new generation of mowing systems. We differentiate between the Profi and the Basic versions.

RasterMaster® Profi series



RasterMaster® Profi series

The RasterMaster[®] Profi series is available in 2 different operating widths: 100 cm (most widely sold) and 120cm (both for obstacles \varnothing 4 – 23 cm)

Besides that there is a 120+ version. This one has the same operating width as the WB120, but a larger opening for obstacles (obstacle \varnothing 10 – 40 cm).

The machine is suitable for both front and rear mounting. In order to connect the machine to the tractor, use should be made of a so-called A frame:



Example A frame

In the basic setting, the machine is driven in power take-off, power take-off rotational speed 540 rpm clockwise (normal rotational direction). Other power take-off rotational speeds (1.000 rpm) or a fully hydraulic drive are optional, additional costs will apply.



Power take-off drive (2 sides)

The machine is suitable for mounting on "normal" as well as semi-compact tractors. It weighs approx. 450 kg and requires at least 25 HP power take-off capacity.

The mower is hydraulically foldable via 1 single-action cylinder; hydraulics are not necessary for the remaining part. A mechanical safety mechanism has been included so that the mower cannot be fully folded with rotating blades unintentionally and in an uncontrolled manner, the mower can then be raised approximately 5° out of the vegetation.



3D example of 5° lifting (N.B. support wheel is not applied!)

Through this mechanical safety mechanism by means of raising a rope, the mower can be deliberately fully folded (>90°), e.g. for transport on the road or for stowing the machine in a storage shed or outbuilding. Before the machine is fully folded, the cutter arm must be mechanically locked.



Transport position and locking of cutter arm

The mower plate and arm are hung in a special parallelogram construction whereby the weight of the mower plate/arm is compensated for minimal ground pressure by means of adjustable relief springs. Furthermore, optimum ground following during mowing is ensured. These relief springs are already adjusted at the factory.



Parallelogram construction with relief springs

The pushing power of the mower arm against the obstacle can be adjusted on a continuous scale by means of an accumulator (in general a one-off adjustment). For the best result, depending on the obstacle, we advise you to set this pushing power as high as possible.



Hydraulic arm cylinder with accumulator

If there are very fragile objects, our mower has the option of providing the swing arm with a sensor control (sensor option). This sensor controls a separately constructed hydraulic circuit which, in turn, helps move the swing arm backwards. The sensor is mounted on the end of the swing arm at the place of the opening in the mower plate:



Example sensor on the mower arm

The hydraulic circuit consists of a switched valve that puts (adjustable) pressure on the swing cylinder in order to move it backwards against the accumulator pressure.

The geometry of the mower plate, in combination with the mower arm, makes our machine unique. The mower plate is provided with 3 heavy rotating blade holders (shaft 30 mm, blade holder 8 mm), each provided with 2 heavy steel oscillating blades.



Photo of mower plate

The supporting plates under the blade holders have been lowered for reduced friction against the base. For protection, the mower plate is shielded with chain around it, apart from at the inlet opening.

The inlet opening is provided with an interchangeable stainless steel friction strip that glides along the obstacle:



Standard inlet opening of the RasterMaster[®]

The standard size of the inlet opening makes it possible to mow freely 360° around obstacles up to a maximum size of 230 mm; if the obstacles are larger, they can still be mown, but not freely around 360°. The WB120 offers the option of applying a larger inlet opening, which makes it possible to mow freely 360° around obstacles up to 400 mm.

The mower is delivered with CE certification including user manual and power take-off.

Versions RasterMaster[®] with options

Version overview applicable as of 1 February 2019

Profi series

Standard suitable for front and rear mounting

RasterMaster[®] Profi

RasterMaster [®] Profi WB100	operating width 100 cm	obstacles ø 40 – 230 mm
RasterMaster [®] Profi WB120	operating width 120 cm	obstacles ø 40 – 230 mm
RasterMaster [®] Profi WB120+	operating width 120 cm	obstacles ø 100 – 400 mm

Options for Profi series

- | | |
|-----------------------------------|---------------------------------------|
| - hydraulic drive: | instead of power take-off |
| - sensor system (sensor control): | pressure sensor for fragile obstacles |
| - different 3-point intake: | e.g. for swing loader |

Basic series

Not available any more. Out of production.

General:

- The General Terms and Conditions as published by the Netherlands Metal Association [Koninklijke Metaalunie] on 1 January 2014, referred to as the Netherlands Metal Association conditions, apply and are attached.
- All prices are strictly net and 'ex-works' (=> 'ex production location Netherlands' (Holland))
- (Final) payment must be made prior to delivery/acceptance.
- In the event of cash payments (only possible in euros), we charge a fee of €40 per RasterMaster[®] to cover administration and banking charges.
- RasterMaster[®] reserves the right to carry out changes to the design and/or prices without further notice.

The mower is delivered with CE certification including user manual and power take-off.

(Other) Technical information

		WB 80	WB100	WB120	WB120+
Operating width (cm)		80	100	120	120
For obstacles from ø (cm)		4 – 23	4 – 23	4 – 23	10 – 40
Minimum fence height (cm)		34	34	34	34
Recommended distance between obstacles (cm):		170	170	170	170
Number of blades (steel)		3 x 2	3 x 2	3 x 2	3 x 2
Weight (kg, approx.)	Profi	400	425	450	450
Weight (kg, approx.)	Basic	250	275	300	300
Min. required power (HP)	Profi	25	25	25	25
Min. required power (HP)	Basic	>22	>22	>22	>22
Hydraulic connection		→	1 single-acting valve		←
PTO speed (rpm)	Profi	540	540	540	540
PTO speed (rpm)	Profi (Option)	1,000	1,000	1,000	1,000
PTO speed (rpm)	Basic (Rear)	540	540	540	540
PTO speed (rpm)	Basic (Front)	1,000	1,000	1,000	1,000
Rotations are clockwise (normal rotational direction)					
Requirements for Options					
Necessary for Hydraulic option, extra connection			→ 1 double-acting valve		←
Necessary for Hydraulic option, pump capacity			→ 35 litres / 180 bar		←
Necessary for Electric option		12V	12V	12V	12V
Coupling		Cat. I / II coupling triangle (A-frame)			

Note: not all of the above-mentioned versions are currently available.

METAALUNIE TERMS AND CONDITIONS

General Terms and Conditions issued by Koninklijke Metaalunie (the Dutch organization for small and medium-sized enterprises in the metal industry), referred to as the METAALUNIE TERMS AND CONDITIONS, filed at the Registry of the Rotterdam District Court on 1 January 2014.
Issued by Koninklijke Metaalunie, P.O. Box 2600, 3430 GA Nieuwegein, the Netherlands.

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Article 1: Applicability

1. These Terms and Conditions apply to all orders made by members of Koninklijke Metaalunie, all agreements they conclude and all agreements that may result therefrom, all in so far as the Metaalunie member is offeror or supplier.
2. A Metaalunie member using these Terms and Conditions is referred to as the Contractor. The other party is referred to as the Client.
3. In the event of any conflict between the substance of the agreement concluded between the Contractor and the Client and these Terms and Conditions, the provisions of the agreement will prevail.
4. These Terms and Conditions may only be used by Metaalunie members.

Article 2: Offers

- 2.1. All offers are without obligation.
- 2.2. If the Client provides the Contractor with data, drawings and the like, the Contractor may rely on their accuracy and completeness and will base its offer on the same.
- 2.3. The prices stated in the offer are based on delivery ex works, Contractor's place of establishment, in accordance with the Incoterms 2010. Prices are exclusive of VAT and packaging.
- 2.4. If the Client does not accept the Contractor's offer, the Contractor is entitled to charge the Client for all costs incurred by the Contractor in making the offer to the Client.

Article 3: Intellectual property rights

- 3.1. Unless otherwise agreed in writing, the Contractor retains the copyright and all industrial property rights in the offers made by it and in the designs, pictures, drawings, models (including trial models), software and the like provided by it.
- 3.2. The rights in the data referred to in paragraph 1 of this article will remain the property of the Contractor irrespective of whether the costs of their production have been charged to the Client. These data may not be copied, used or shown to third parties without the Contractor's prior express written consent. The Client will owe the Contractor an immediately payable penalty of €25,000 for each breach of this provision. This penalty may be claimed in addition to damages pursuant to the law.
- 3.3. On the Contractor's first demand, the Client must return the data provided to it as referred to in paragraph 1 of this article within the time limit set by the Contractor. Upon breach of this provision, the Client will owe the Contractor an immediately payable penalty of €25,000 per day. This penalty may be claimed in addition to damages pursuant to the law.

Article 4: Advice and information provided

- 4.1. The Client cannot derive any rights from advice or information it obtains from the Contractor if this does not relate to the assignment.
- 4.2. If the Client provides the Contractor with data, drawings and the like, the Contractor may rely on their accuracy and completeness in the performance of the agreement.
- 4.3. The Client indemnifies the Contractor from and against all liability to third parties relating to use of the advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the Client.

Article 5: Delivery period / performance period

- 5.1. The delivery period and/or performance period will be set by the Contractor on an approximate basis.
- 5.2. In setting the delivery period and/or performance period, the Contractor will assume that it will be able to perform the assignment under the conditions known to it at that time.
- 5.3. The delivery period and/or performance period will only commence once agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings and the like are in the Contractor's possession, the agreed payment or instalment has been received and the necessary conditions for performance of the assignment have been satisfied.
- 5.4. a. In the event of circumstances that differ from those that were known to the Contractor when it set the delivery period and/or performance period, it may extend the delivery period and/or performance period by such period as it needs to perform the assignment under such circumstances. If the work cannot be incorporated into the Contractor's schedule, it will be performed as soon as the Contractor's schedule so permits.
- b. In the event of any contract addition, the delivery period and/or performance period will be extended by such period as the Contractor needs to (cause to) supply the materials and parts for work or for work to be performed in the contract addition. If the contract addition cannot be incorporated into the Contractor's schedule, the work will be performed as soon as the Contractor's schedule so permits.
- c. If the Contractor suspends its obligations, the delivery period and/or performance period will be extended by the duration of the suspension. If the continuation of the work cannot be incorporated into the Contractor's schedule, the work will be performed as soon as the Contractor's schedule so permits.
- d. In the event of inclement weather, the delivery period and/or performance period will be extended by the resulting delay.
- 5.5. The Client is required to pay all costs incurred by the Contractor as a result of delay affecting the delivery period and/or performance period as referred to in Article 5.4.
- 5.6. If the delivery period and/or performance period is/are exceeded, this will in no event entitle to damages or termination.

Article 6: Transfer of risk

- 6.1. Delivery will be made ex works, Contractor's place of establishment, in accordance with the Incoterms 2010. The risk attached to the good passes to the Client at the time the Contractor makes the good available to the Client.
- 6.2. Notwithstanding the provisions in paragraph 1 of this article, the Client and Contractor may agree that the Contractor will arrange for transport. In that event, the risk of storage, loading, transport and unloading will be borne by the Client. The Client may insure itself against these risks.
- 6.3. In the event of a purchase in which a good is exchanged (ruil) and the Client retains the good to be exchanged pending delivery of the new good, the risk attached to the good to be exchanged remains with the Client until it has placed this good in the possession of the Contractor. If the Client cannot deliver the good to be exchanged in the condition that it was in when the agreement was concluded, the Contractor may terminate the agreement.

Article 7: Price change

- 7.1. The Contractor may pass on to the Client any increase in costing factors occurring after conclusion of the agreement.
- 7.2. The Client will be obliged to pay the price increase as referred to in paragraph 1 of this article on any of the occasions below, such as at the discretion of the Contractor:
a. upon the occurrence of the price increase;
b. at the same time as payment of the principal sum;
c. on the next agreed payment deadline.

Article 8: Force majeure

- 8.1. The Contractor is entitled to suspend performance of its obligations if it is temporarily prevented from performing its contractual obligations to the Client due to force majeure.
- 8.2. Force majeure is understood to mean, inter alia, the circumstance of failure by suppliers, the Contractor's subcontractors or transport companies engaged by the Contractor to perform their obligations or perform them in good time, weather conditions, earthquakes, fire, power failure, loss, theft or destruction of tools or materials, road blocks, strikes or work stoppages and import or trade restrictions.
- 8.3. If the Contractor's temporary inability to perform lasts for more than six months, it will no longer be entitled to suspend performance. On expiry of this deadline, the Client and the Contractor may terminate the agreement with immediate effect, but only as regards such part of the obligations that has not yet been performed.
- 8.4. In the event of force majeure where performance is or becomes permanently impossible, both parties are entitled to terminate the agreement with immediate effect as regards such part of the obligations that has not yet been performed.
- 8.5. The parties will not be entitled to compensation for damage suffered or to be suffered as a result of suspension or termination as referred to in this article.

Article 9: Scope of the work

- 9.1. The Client must ensure that all licences, exemptions and other administrative decisions necessary to carry out the work are obtained in good time. The Client is required upon the Contractor's first demand to send the Contractor a copy of the documents mentioned above.
- 9.2. The price of the work does not include:
a. the costs of earthwork, pile driving, cutting, breaking, foundation work, cementing, capting, plastering, painting, wallpapering, repair work or other construction work;
b. the costs of connecting gas, water, electricity or other infrastructure facilities;
c. the costs of preventing or limiting damage to any goods present on or near the work site.
d. the costs of removal of materials, building materials or waste;
e. travel and accommodation expenses.

Article 10: Changes to the work

- 10.1. Changes to the work will in any event result in contract variations.
a. the design, specifications or contract documents are changed;
b. the information provided by the Client is not factually accurate;
c. quantities diverge by more than 10% from the estimates.
Contract additions will be charged on the basis of the pricing factors applicable at the time the contract addition is performed.
Contract deductions will be charged on the basis of the pricing factors applicable at the time the agreement was concluded.
- 10.3. The Client will be obliged to pay the price of the contract addition as referred to in paragraph 1 of this article on any of the occasions below, such as at the discretion of the Contractor:
a. when the contract addition arises;
b. at the same time as payment of the principal sum;
c. on the next agreed payment deadline.
- 10.4. If the sum of the contract deduction exceeds that of the contract addition, in the final settlement the Client will be charged the Client 10% of the difference. This provision does not apply to contract deductions that result from a request by the Contractor.

Article 11: Performance of the work

- 11.1. The Client will ensure that the Contractor can carry out its activities without interruption and at the agreed time and that the requisite facilities are made available to it when carrying out its activities, such as:
a. gas, water and electricity;
b. heating;
c. lockable and dry storage space;
d. facilities required pursuant to the Working Conditions Act and Working Conditions Regulations.
- 11.2. The Client bears the risk of and is liable for any damage to the Contractor's work, theft, burning and damage to goods belonging to the Contractor, the Client and third parties, such as tools, materials intended for the work or material used in the work, that are located on the work site or at another agreed location.
- 11.3. The Client is obliged to adequately insure itself against the risks referred to in paragraph 2 of this article. In addition, the Client must procure insurance of work-related damage as regards the material to be used. Upon the Contractor's first demand, the Client must send it a copy of the relevant insurance policy/olicies and proof of payment of the premium. In the event of any damage, the Client is required to report this to its insurer without delay for further processing and settlement.
- 11.4. If the Client fails to perform its obligations as described in the previous paragraphs and this results in delayed performance of the activities, the activities will be carried out as soon as the Client performs its obligations as yet and the Contractor's schedule so permits. The Client is liable for all damage suffered by the Contractor as a result of the delay.

Article 12: Completion of the work

- 12.1. The work is deemed to be completed in the following events:
a. when the Client has approved the work;
b. when the work is taken into commission by the Client. If the Client takes part of the work into commission, that part will be deemed to be completed;
c. if the Contractor notifies the Client in writing that the work has been completed and the Client does not inform it in writing as to whether or not the work is approved within 14 days of such notification having been made;
d. if the Client does not approve the work due to minor defects or missing parts that can be rectified or subsequently delivered within 30 days and that do not prevent the work from being taken into commission.
- 12.2. If the Client does not approve the work, it is required to inform the Contractor of this in writing, stating reasons. The Client must provide the Contractor with the opportunity to complete the work as yet.
- 12.3. The Client indemnifies the Contractor from and against any claims by third parties for damage to non-completed parts of the work caused by use of parts of the work that have already been completed.

Article 13: Liability

- 13.1. In the event of an attributable failure, the Contractor is obliged to perform its contractual obligations as yet.
- 13.2. The Contractor's obligation to pay damages, irrespective of the legal basis, is limited to damage for which the Contractor is insured under an insurance policy taken out by it or on its behalf, but will never exceed the amount paid out under this insurance in the relevant case.

- 13.3. If, for any reason whatsoever, the Contractor cannot invoke the limitation in paragraph 2 of this article, the obligation to pay damages will be limited to a maximum of 15% of the total assignment amount (excluding VAT). If the agreement comprises parts or partial deliveries, the obligation to pay damages is limited to a maximum of 15% (excluding VAT) of the assignment amount of that part or that partial delivery.
- 13.4. The following does not qualify for compensation:
a. damage caused by the Contractor's intent or willful recklessness or gross negligence;
b. damage to goods in or under its care, custody or control. Such damage includes damage caused as a result of or during the performance of the work to goods on which work is being performed or to goods situated in the vicinity of the work site. The Client may insure itself against such damage if it so desires;
c. damage caused by the intent or willful recklessness of agents or non-management employees of the Contractor.
- 13.5. The Contractor is not liable for damage to material provided by or on behalf of the Client where that damage is the result of improper processing.
- 13.6. The Client indemnifies the Contractor from and against all claims by third parties on account of product liability as a result of a defect in a product supplied by the Client to a third party and that consisted, entirely or partially, of products actually manufactured by the Contractor. The Client is obliged to compensate all damage suffered by the Contractor in this respect, including the full costs of defence.

Article 14: Warranty and other claims

- 14.1. Unless otherwise agreed in writing, the Contractor warrants the proper execution of the agreed performance for a period of six months after delivery/completion. In the event that a different warranty period is agreed, the other paragraphs of this article are also applicable.
- 14.2. If the agreed performance was not properly executed, the Contractor will decide whether to properly execute it as yet or to credit the Client for a proportionate part of the invoice amount. If the Contractor chooses to properly execute the performance as yet, it will determine the manner and time of execution itself. If the agreed performance consisted (entirely or partially) of the processing of material provided by the Client, the Client must provide new material at its own risk and expense.
- 14.3. The parts of the work that are repaired or replaced by the Contractor must be sent to the Contractor by the Client.
- 14.4. The Client bears the expense of:
a. all costs of transport or dispatch;
b. costs of disassembly and assembly;
c. travel and accommodation expenses.
- 14.5. The Client must in all cases offer the Contractor the opportunity to remedy any defect or to perform the processing again.
- 14.6. The Client may only invoke the warranty once it has satisfied all its obligations to the Contractor.
- 14.7. a. No warranty is given if the defects result from:
- normal wear and tear;
- lack of maintenance or improper maintenance;
- installation, fitting, modification or repair by the Client or third parties;
- defects in or unsuitability of goods originating from, or prescribed by, the Client;
b. The Client indemnifies the Contractor for materials or auxiliary materials used by the Client.
- 14.8. The provisions of paragraphs 2 to 7 of this article apply mutatis mutandis to any claims by the Client based on breach of contract, non-conformity or on any other basis whatsoever.
- 14.9. The Client cannot assign any rights under this article.

Article 15: Obligation to complain

- 15.1. The Client can no longer invoke a defect in performance if it does not make a written complaint to the Contractor in respect thereof within fourteen days of the date it discovered, or should reasonably have discovered, the defect.
- 15.2. On pain of forfeiture of all rights, the Client must submit complaints regarding the amount invoiced to the Contractor in writing within the payment deadline. If the payment deadline is longer than thirty days, the Client must complain no later than thirty days after the date of the invoice.

Article 16: Failure to take delivery of goods

- 16.1. Upon expiry of the delivery period and/or performance period, the Client is obliged to take delivery of the good or goods forming the subject of the agreement.
- 16.2. The Client must lend all cooperation that can be reasonably expected from it to enable the Contractor to make the delivery.
- 16.3. If the Client does not take delivery of goods, such goods will be stored at the risk and expense of the Client.
- 16.4. Upon breach of the provisions in paragraphs 1 and/or 2 of this article, the Client will owe the Contractor a penalty of €250 per day, to a maximum of €25,000. This penalty may be claimed in addition to damages pursuant to the law.

Article 17: Payment

- 17.1. Payment will be made at the Contractor's place of establishment or to an account to be designated by the Contractor.
- 17.2. Unless agreed otherwise, payment will be made as follows:
a. in cash where sale is at the service desk;
b. in the case of payments in instalments:
- 40% of the total price upon assignment;
- 50% of the total price after supply of the material or, if delivery of the material is not included in the assignment, after commencement of the work;
- 10% of the total price upon completion;
c. all other cases, within thirty days of the date of the invoice.
- 17.3. If the Client fails to comply with its payment obligation, instead of paying the sum of money agreed it will be obliged to comply with a request by the Contractor for payment in kind (inbetalingseiging).
- 17.4. The right of the Client to set off or suspend amounts it is owed by the Contractor is excluded, save in the event of the Contractor's bankruptcy or if statutory debt rescheduling applies to the Contractor.
- 17.5. Irrespective of whether the Contractor has fully executed the agreed performance, everything that is or will be owed to it by the Client under the agreement is immediately due and payable if:
a. the deadline for payment has been exceeded;
b. an application has been made for the Client's bankruptcy or suspension of payments;
c. attachment is laid on the Client's goods or claims;
d. the Client (a company) is dissolved or wound up.
e. the Client (a natural person) requests to be admitted to statutory debt rescheduling, is placed under guardianship or dies.

- 17.6. If payment is not made within the agreed payment deadline, the Client will immediately owe interest to the Contractor. The interest rate is 12% per annum, but is equal to the statutory interest rate if the latter rate is higher. When calculating interest, part of a month is regarded as a whole month. The Contractor is authorised to set off its debts to the Client with amounts owed by the Client to companies affiliated with the Contractor. In addition, the Contractor is authorised to set off amounts owed to it by the Client with debts to the Client of companies affiliated with the Contractor. Further, the Contractor is authorised to set off its debts to the Client with amounts owed by the Contractor by companies affiliated with the Client. Affiliated companies are understood to mean the companies belonging to the same group, within the meaning of Article 2:24b Dutch Civil Code, and participating interests within the meaning of Article 2:24c Dutch Civil Code.
- 17.8. If payment is not made within the agreed payment deadline, the Client will owe the Contractor all extrajudicial costs, with a minimum of € 75. These costs will be calculated on the basis of the following table (principal sum plus interest):

on the first €3,000	15%
on any additional amount up to €6,000	10%
on any additional amount up to €15,000	8%
on any additional amount up to €60,000	5%
on any additional amount from €60,000	3%

The extrajudicial costs actually incurred will be owed if these are higher than they would be according to the above table.
- 17.9. If judgment is rendered in favour of the Contractor in legal proceedings, all costs that it has incurred in relation to these proceedings will be borne by the Client.

Article 18: Security

- 18.1. Irrespective of the agreed payment conditions, upon the first demand of the Contractor the Client is obliged to provide such security for payment as the Contractor deems sufficient. If the Client does not comply with such demand within the period set, it will immediately be in default. In that event, the Contractor is entitled to terminate the agreement and to recover its damage from the Client.
- 18.2. The Contractor will retain ownership of any goods delivered as long as the Client:
a. fails or will fail in the performance of its obligations under this agreement or other agreements;
b. has not paid debts that have arisen due to non-performance of the aforementioned agreements, such as damage, penalties, interest and costs.
- 18.3. As long as the goods delivered are subject to retention of title, the Client may not encumber or alienate the same other than in the ordinary course of its business.
- 18.4. Once the Contractor has invoked its retention of title, it may take possession of the goods delivered. The Client will lend its full cooperation to this end.
- 18.5. The Contractor has a right of pledge and a right of retention in respect of all goods that are or will be held by it for any reason whatsoever and for all claims it has or might acquire against the Client in respect of anyone seeking their surrender.
- 18.6. If, after the goods have been delivered to the Client by the Contractor in accordance with the agreement, the Client has met its obligations, the retention of title will be revived with regard to such goods if the Client does not meet its obligations under any agreement subsequently concluded.

Article 19: Termination of the Agreement

- 19.1. If the Client wishes to terminate the agreement without the Contractor being in default, and the Contractor agrees to this, the agreement will be terminated by mutual consent. In that case, the Contractor is entitled to compensation for all financial loss, such as loss suffered, loss of profit and costs incurred.

Article 20: Applicable law and competent court

- 20.1. Dutch law applies.
- 20.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor do any other international regulations the exclusion of which is permitted.
- 20.3. Disputes will be heard exclusively by the Dutch civil court with jurisdiction over the Contractor's place of establishment, unless this is contrary to mandatory law. The Contractor may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.