



WARRANTY CONDITIONS & PROCEDURE

Trioliet. Invents for you.

Introduction.

Present before you are the warranty conditions and procedure of Trioliet Feeding Technology.

This document consists of the following parts:

- ▲ Warranty policy Trioliet B.V.
- ▲ General terms and conditions of the limited warranty
- ▲ Extended Warranty Conditions and Warranty Application Procedure Trioliet
- ▲ Procedure for making a warranty request by portal
- ▲ Spare parts return request
- ▲ Final provision
- ▲ Attachments

We have tried to create an as clear as possible guide for the dealer to make a warranty claim and / or to return parts to Trioliet B.V.

Should there be any questions or uncertainties, please contact the Trioliet B.V. warranty department.

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1. Warranty policy Trioliet B.V.

This warranty procedure has been drawn up to help dealers build customer loyalty when a warranty claim situation arises. The aim of this warranty procedure is to explain the responsibilities of both the dealer and Trioliet B.V. when sorting out warranty queries with the end customer. The dealer and Trioliet B.V. are in partnership to help achieve customer satisfaction by providing an excellent service to the end customer. The aim is to further enhance the reputation of both the dealer and Trioliet B.V., from the perspective of the end customer. The end customer will communicate their satisfaction or dissatisfaction to others, as a result of how the warranty process is handled.

The fundamental aim of the warranty procedure is to ensure that dealers are reimbursed for legitimate costs when repairing deficiencies in the materials or finish of products sold by Trioliet B.V. This warranty procedure is intended to help dealers in a fast and consistent manner, at the request of the end customer.

With a practical knowledge of the procedures in these instructions and a professional technical analysis of the reasons for repair or replacement, a warranty claim can be carried out properly, efficiently and quickly, based on well-defined agreements.

In this document the general warranty conditions are mentioned, in addition you can also find the extended warranty conditions and procedure for submitting and processing a warranty request.

Request for a warranty is possible on the following items on the online warranty portal:

- ▲ Machine warranty
- ▲ Warranty on parts
- ▲ Warranty on Demo machine
- ▲ Then there is the possibility for spare parts return request.

See Attachment 1 flow chart to identify which type applies to your warranty request. You can reach the warranty portal at <https://service.trioliet.com/>

2. General Terms and Conditions of the Limited Warranty

2.1. General machine warranty

Trioliet guarantees that all new products sold to their dealer complies with Trioliet published specifications and will be free (except for software, prototypes, test products and models of newly developed products) from defects in material, finish and design, when used under normal circumstances and conditions. This for a period of twelve (12) consecutive months or fifteen hundred (1500) hours of operation, whichever comes first, from the date of delivery of the unused Trioliet product to the original end user.

Note: If an extended warranty was agreed upon at the time of purchase mentioned on the invoice, the period or hours of operation for the respective extended warranty period will apply.

2.2. Warranty on planetary gearboxes

Trioliet provides a limited warranty for the planetary gearbox for a period of 24 months or 3,000 hours of operation, as of the date of delivery to the original purchaser, on the condition that the instructions in the manual are followed. Please note these are only the planetary gearboxes used for direct auger drive. Mechanical gearboxes, automatic gearboxes such as 2-Speed, 3 Speed Shifttronic transmissions and the flat auger drive gearboxes are not covered by this warranty.

Note: If an extended warranty was agreed upon at the time of purchase mentioned on the invoice, the period or hours of operation for the corresponding extended warranty period will apply to the planetary gearboxes

2.3. Warranty on parts

Spare parts and after-delivered components are warranted for a period of 12 months or fifteen hundred (1,500) hours of operation, whichever comes first, from the date of assembly(repair of the machine with this part).

For gearboxes listed under 2.2, a period of twenty-four (24) months or three thousand (3,000) hours of operation applies here. However, to qualify for part warranty, these parts may have been in stock for up to two years. The invoice date of the part is decisive here.

Trioliet does not offer reimbursement for work and/or travel hours on the replacement of the component delivered under warranty.

2.4. Stock machinery dealer

If a stock machine is sold within 1-24 months it will be under the standard twelve (12) month or fifteen hundred hour (1,500) warranty. Upon delivery of the machine Trioliet service wants to see a report with pictures how the condition of the machine is.

If a stock machine is sold between 24 - 36 months then the warranty is only six (6) months or seven hundred and fifty (750) hours. At delivery of the machine Trioliet service wants to see a report with photos of the condition of the machine and all oils from the planetary gearbox and reduction gearboxes must be changed at the dealer's expense. If the machine is older than 36 months, all warranties expire.

2.5. Warranty request procedure

In all cases, parts for repair have to be ordered through the normal way at Trioliet Spare Parts department. As a result, an invoice for parts and transport will follow automatically. Warranty requests then have to be submitted in to the warranty portal within 30 days after repair, after which the claim will be judged. Claims submitted after this 30 day period, will be rejected. Each repair has to be claimed separately. Trioliet will not accept a collective request over a longer period of time.

2.6. Parts subject to wear and tear

The warranty does not cover parts that are subject to normal wear, such as augers, hardened protective coatings, wear plates, wear strips, auger blades, conveyor belts, conveyor belt seals, hoppers, bearings, tires, , PTO shafts, shovel plates and insertion plates, guide edging, etc. When a machine is not equipped with a Triocot coating, the wear and corrosion on the inner surfaces of the mixing chamber is not covered by the warranty.

2.7. Unauthorized use, modifications, installation and maintenance

Trioliet will under no circumstances provide a warranty for machines or parts, which have been subject to misuse, unauthorized modifications and/or alterations, an accident or if a repair has been done with parts not obtained from Trioliet. The warranty is only valid if the installation of the equipment is carried out according to the manuals and the product is used and maintained according to the user manual. Service and maintenance work must be documented and submitted on request.

2.8. Liability

Trioliet B.V. is not liable for any injury or damage, of any kind, to persons or property.

The warranty does not apply to any loss of production, losses due to delays or changes in regards to transport, or any costs or losses incurred by (additional) labor, replacement machines, transport or rental or for any other reason.

Trioliet is also not liable for any consequences of cybercrime.

Except for those cases described above, Trioliet shall not have any obligation or liability whatsoever, of any kind, and shall not be liable for any exceptional damages, direct or indirect consequential damages, consequential damages to attached vehicles, such as tractors, consequential damages to cattle, meat, milk or breeding values, consequential damages in relation to third parties or consequential damage due to oil leaks. Trioliet provides no other warranties, either explicit or implicit.

2.9. Repair parts and materials

This warranty is subject to all the existing terms and conditions regarding delivery that may have a direct effect on our ability to obtain or manufacture materials as replacement parts. Trioliet is not responsible for costs incurred by special or urgent transport with regards to the delivery of the parts. Trioliet is not required to supply parts within a fixed timescale as parts may not be in stock. Trioliet will do all in its power to supply parts in a fast and customer-friendly way, but cannot guarantee that parts will be delivered within the normal delivery time.

2.10. Emergency repairs

Trioliet will not reimburse costs for emergency repairs of any type (this includes labor- material- or related costs incurred to disassemble parts from other (stock) machines).

Only the final repair with original Trioliet parts carried out to put the machine back into operation will be reimbursed, provided the machine is still under warranty.

2.11. Registration, receipt of delivery and instruction of the machine

A warranty claim can only be accepted if the machine is registered. The machine is then connected to the dealer and will also be selectable in the online portal.

The day the machine is handed over to the end user, the dealer agrees to register the machine through the online Trioliet warranty portal within 30 days of delivery.

By registering the machine, the dealer confirms the correct delivery of the machine and the necessary documents. The instruction of the Trioliet machine is carried out by the dealer.

For machines that are not registered, the dealer cannot submit a warranty request through the warranty portal. If the machine is not registered within 30 days of delivery, the invoice date to the dealer will be taken as the start date.

Sending the supplied receipt of delivery is no longer relevant since 01-01-2016 and is only for dealer administration if required.

2.12. Changes to specifications

Trioliet reserves the right to make improvements in design or changes in specifications, at any time, without any obligation to the owners of previously sold units.

No one has the right to make changes, modify to extend the warranty. Should this occur the warranty will be voided.

3. Extended warranty conditions and procedure Trioliet B.V.

3.1. The purpose of warranty

The Warranty insures the dealer/end user in case of a defect in material or finish during the Warranty period that Trioliet B.V. will take specific repair responsibility as stated in the general terms and conditions of limited warranty.

The terms and conditions of the limited warranty are granted to each end user of new equipment. The warranty period begins on the date the machine is registered. If the machine is not registered within 30 days after delivery then the date of Trioliet B.V.'s invoice is the start date of the warranty period. Registration of the machine must be done via the online warranty portal. After the warranty period has started, it cannot be stopped or interrupted.

3.2. Responsibilities of dealers

The following responsibilities must be carried out on delivery of the product to the end customer or otherwise stated in the warranty:

- a)** Register the machine within 30 days of delivery to the end customer by using the online Trioliet warranty portal in order to claim warranty. Product registration should be performed as soon as the machine is delivered to the end customer. Up to 24 months after the delivery to the dealer, the product registration can take place depending on the time of delivery to the end customer. From 01.01.2016, this registration is possible by using the warranty portal. For the registration of the machine we refer to the user manual Trioliet Warranty Portal.
- b)** Explanation of the warranty conditions, the user manual and the full delivery report, in order to ensure a full understanding of the responsibilities of the end customer regarding the warranty, service and the correct and safe operation of the product. The end customer should be advised to replace parts that fail immediately and told that continuing to use the machine will result in additional and excessive wear.
- c)** Ensure that the machine is used for the intended purpose as stated in the user manual.
- d)** Prior to any major repair or replacement of defective parts, greater than fifteen hundred (1500) Euros or more than ten (10) hours of work, Trioliet B.V. should be contacted to ensure that the cost of repair is in line with the value of the product. Warranty claims for machines in stock at the dealer can be submitted to Trioliet B.V. , when defects are found before the sale of the machine.
- e)** If time is required to diagnose a problem, then please get in touch with Trioliet B.V. for approval beforehand.
- f)** Precautions regarding warranty and service repairs, as laid down in the Trioliet B.V. service bulletins or other notifications.

- g)** The warranty claim must be submitted within 30 days of the end of the repair, through our online portal system. All warranty work must be carried out within 30 days of breakdowns. Inform Trioliet warranty department for an extension if repairs cannot be carried out within 30 days of the breakdown. Normally the warranty claim will not be accepted if this 30-day period is exceeded. When a warranty claim is submitted after the 30 day period, Trioliet will reduce the requested reimbursement.
- h)** Transport costs to and from the workshop will not be reimbursed.
- i)** The costs of cranes and lifting equipment will not be reimbursed.
- j)** Costs for topping up oil and lubricant due to leakage or replacement of filters or seals will be reimbursed up to a maximum of 5 liters and €50, respectively.
- k)** No reimbursement will be made for special tools, readout, alignment, air conditioning equipment, etc. and deployment of a service car, bus, truck, etc.
- l)** Consumables will not be reimbursed.
- m)** Trioliet will not reimburse emergency repair costs (for example dismantling parts from a machine kept in stock), only the costs of the actual repair.
- n)** Trioliet will not reimburse any costs of any replacement machine, dealer must provide a replacement machine by himself if repair needs more time.
- o)** No warranty will be permitted on machines delivered to the end customers if full payment has not been made to Trioliet B.V. by the dealer.
- p)** Machines must be repaired using original parts provided by Trioliet B.V. If using parts supplied by third parties, permission must be requested first and costs will be reimbursed at the sales value applicable to Trioliet B.V.
- q)** Damages for extended working hours or overtime cannot be claimed for by the dealer or end customer.
- r)** Direct or indirect consequential damage of whatever nature, for example to the tractor (power take-off, hydraulic valves, oil pump and electrical installation) is excluded.
- s)** Keep up to date contact data with which Trioliet B.V. can contact, or request return parts from, the dealer/dealer (e-mail).

3.3. Responsibilities of Trioliet B.V.

- a)** Labor and travel costs will be reimbursed according to the agreements with Trioliet B.V. that apply to short-line and full-line dealers. The dealer agrees to these agreements at the time of entering a Trioliet dealer partnership.
- b)** Parts will be credited at the net cost to the dealer.
- c)** The dealer must first use parts from their stock of parts. In cases where parts have to be sent from Trioliet B.V., this will take place in the most cost-effective way possible whilst ensuring it arrives at its destination as quickly as possible. Air, Next Day Air, Priority and other special methods of delivery requested by the dealer will be charged to the customer.
- d)** Reimbursement under the warranty will be paid at the hourly rate that has been mutually agreed upon. Repair times will be assessed by Trioliet B.V. and can be adjusted to the average time taken for repairs carried out by other dealers when carrying out similar types of repairs.
- e)** Trioliet B.V. will endeavor to process submitted warranty requests/part return requests as soon as possible. No rights may be derived in any way from the processing time of these requests.
- f)** Reimbursement of repairs carried out by third parties (staff not employed by the dealer) will be assessed in the appropriate manner by the warranty department of Trioliet B.V. External accounts or price quotations for repairs should be approved in advance by the warranty department of Trioliet B.V. When submitting the claim using our portal system, the invoice must be scanned and sent with the claim.
- g)** The costs for a replacement machine and emergency repairs cannot be claimed.
- h)** Wear parts (such as blades, auger blades, augers, hardened protective coatings, conveyor belts, hoppers, bearings, tires, wear plates, wear strips, PTO shafts, shovel plates and insertion plates, guides and slides, etc.) which suffer from normal wear are to be paid for by the customer. Filters and lubricating oil are also viewed as consumables.
- i)** The warranty period on parts is twelve (12) months or fifteen hundred (1,500) operating hours whichever comes first. Excepted are the planetary gearboxes listed under 2.2. This covers warranty on the part itself; any labor time for replacement will not be reimbursed.

3.4. Other stipulations of the warranty

The following guidelines must be followed when carrying out repairs under warranty:

- a) In all cases the most cost-effective repair must be made unless otherwise stated.
- b) Only parts that are supplied by Trioliet B.V. are covered by this warranty. The use of parts from other sources will not be considered when assessing warranty claims.
- c) All parts that are replaced within the warranty period must be kept for a period of three (3) months after the warranty claim has been submitted to Trioliet B.V. These parts may be disposed of if the request for their return has not taken place within the stated time period and if the warranty claim has been completely settled. Parts that are returned to Trioliet B.V. for which the costs are not covered under the warranty, can be returned to the dealer within 14 days of the claim having been processed by Trioliet B.V.
- d) All parts that are returned to Trioliet B.V. should be sent by the dealer by prepaid freight. All items that are not sent by prepaid freight will be rejected and sent back to the dealer. All packaging used for the return of items must be clearly labelled with the claim number and a RMA form . Any returned item without clear reference will be refused/returned. Should a warranty claim be approved, the costs of transportation incurred by the dealer for sending the item to Trioliet B.V. will be reimbursed based on the cheapest means of transportation.
- e) Trioliet B.V. retains the right to reject all warranty claims for parts, labor or other costs when there are found to be errors or the stipulations of the warranty have been abused, fraudulent claims have been submitted or the maximum operating hours have been exceeded.
- f) **Reimbursement under the warranty is not possible in the following cases:**
 - I. If the returned parts have not been cleaned and have been incorrectly identified or if they have been damaged in transit due to being poorly packaged.
 - II. If the warranty claim does not fall under the "stipulations", as laid down in the warranty procedure.
 - III. When Trioliet B.V. has requested the return of certain parts, assemblies or information but these have not been received within 30 days of the request for such items having been sent.
 - IV. On warranty claims due to damage or deficiencies that are clearly the responsibility of the dealer or the transport company.
 - V. The entire warranty claim when the warranty procedure has not been followed.
 - VI. If parts are not sent back with a copy of the warranty claim.

3.5. Shipment of repair parts for warranty cases

Trioliet B.V. will make every effort to send the requested spare parts to the dealer as soon as possible.

The spare parts will be transported in the most economical way. If the customer requests a non-standard transport (special transport, e.g. by night express, cab, etc.), the additional costs will be at the expense of the receiver.

Repair parts for warranty repairs will be invoiced, this invoice must be paid in advance and cannot be settled in advance against subsequent credit invoices. If the warranty request is approved, all or a part of the delivery will be credited after verification and confirmation.

3.6. Service Bulletins

Service bulletins are published through the Trioliet service portal website

<https://download.trioliet.com> and may be sent along with the part, if necessary, to notify dealers of special repairs. Each bulletin provides detailed instructions and procedures to complete the service. A dealer is expected to inform himself on the Trioliet B.V. service portal website regarding the service bulletins.

Additionally, in some cases, this will be listed in the Warranty Portal under PIP program, in case reimbursements are applicable for repair/modification. This reimbursement is for the materials used, labor and possibly travel expenses. When this applies, it is indicated in the service bulletin in question and is also used as a guideline for the reimbursement of costs.

3.7. Warranty exclusion

No warranty is given in the following cases:

- ▲ Unsuitable and improper use (use that is not in accordance with the intended purpose)
- ▲ Overloading the machine (non-intended use)
- ▲ Improper installation or startup
- ▲ Damage due to incorrect operation
- ▲ Parts subject to natural wear and tear (such as augers, blades, conveyor belts, tires, bearings, drive shafts and similar)
- ▲ Improper and negligent treatment
- ▲ Unsuitable operating assets
- ▲ Chemical, electro-chemical, electrical influences or consequences of cybercrime insofar as they are not the responsibility of Trioliet B.V..
- ▲ Damage as a result of inadequate maintenance and care
- ▲ Damage due to manipulation of parts
- ▲ Service Bulletins that are not subject to reimbursement.
- ▲ Parts supplied by third parties that become defective are not reimbursed by Trioliet, but must be claimed from this third party

The warranty is also excluded in case of damage caused by careless or improper handling, non-compliance with the operating instructions or the use of lubricants other than those prescribed. The machine must be regularly maintained in accordance with the operating instructions. Inadequate maintenance may lead to exclusion of warranty coverage.

The service and maintenance work must be documented and presented on request. Further reclamations that may arise from defects or from the lack of guaranteed characteristics of the object of purchase are excluded.

3.8. Reimbursement

In the case of a warranty claim, the dealer can declare costs for materials used and services provided to Trioliet B.V.

If necessary, we also grant costs for travel and travel time to the end customer or the location of the machine.

The journey is considered to be the direct route from the location of the service workshop to the end customer or the location of the machine. The travel time applies for 1 person, if the repair work requires it to be done by more than one person, this should be indicated in the information.

Shipping costs on parts can also be claimed.

The Warranty Department of Trioliet B.V. reserves the right to verify these costs.

If the guarantee or repair work costs more than ten (10) working hours and the parts to be claimed have a value of more than fifteen hundred (€1,500) euros, then this failure/work must be expressly approved by the Trioliet B.V. service department, stating the expected costs.

The dealer has the responsibility to ensure the proportionality of the warranty and repair work maintained. The warranty fee is based on the Trioliet specifications. In case of complaints about spare parts, we do not reimburse labor or travel costs.

Repairs must be carried out with original parts from Trioliet B.V. Permission must be obtained in advance for the use of third-party parts.

It is required to attach a packing slip when the parts used from a 3rd party exceed the value of €100.

4. Procedure for the warranty request through the service portal

4.1. Submitting the warranty request

To reimburse the costs of the warranty work, the dealer must submit an warranty claim in the warranty portal. The online warranty portal must be used for this purpose.

<https://service.trioliet.com/> Submitting a warranty request by any other way will not be accepted.

The repair must be carried out within 30 days of the defect, and the request should be submitted within 30 days of the repair . If the request is submitted after the expiry of the warranty period, Trioliet B.V. reserves the right to reject the request or to discount reimbursement.

The dealer must submit a separate application for each request. The application must describe the failure in sufficient detail. Claims that do not contain a meaningful and clear description of the fault or where the failure has not yet been actually repaired will not be considered and will be rejected.

Trioliet B.V. will endeavor to process submitted warranty requests/part return requests as soon as possible. No rights may be derived in any way from the processing time of these requests.

The warranty application contains the following information:

- a)** Dealer number, name and address warranty request number, name and address of dealer who performed the repairs under warranty and requests reimbursement. (automatically in portal)
- b)** Customer name and address and/or email address or phone number, document name, address and phone number of the original end customer of the product under warranty. (automatically in portal when the machine is registered)
- c)** Purchase/registration date when the product was delivered to the end customer/user. (automatically in portal when the machine is registered)
- d)** Product identification number and the serial number of the machine on which repairs were made. (automatically in portal)
- e)** Date of damage, date of failure.
- f)** Model, model name or number.
- g)** Period of use, number of hours the product was used prior to the failure.
- h)** Parts required, declare all service parts used to make the necessary repairs. Include the number, part number, description and net purchase price.
- i)** Total labor cost, hours multiplied by the agreed upon hourly rate to calculate total labor cost.
- j)** Total value of parts, total sum of parts used.
- k)** Shipping costs to the dealer of the delivered parts will be reimbursed on the basis of the cheapest way of transport. Any (additional) costs for emergency transport will not be reimbursed.
- l)** The dealer shall fill in a brief but clear description of the defect, its probable cause and a description of the work performed.

4.2. Return request of defective parts

For the assessment of the warranty claim it is possible that Trioliet B.V. requests the return of the defective parts. If this is required, you will receive a Return Material Authorization form (RMA form) at the e-mail contact address you have provided.

The part or parts that are requested to be returned must be provided with the RMA form that is sent so that it is clearly identified and enables Trioliet B.V. to process it smoothly.

It is not intended that the parts are returned on their own initiative, with the risk that unidentified parts are lost and may not be reimbursed.

The return shipment must be done in such a way that inspection and fault diagnosis are possible (seal hydraulic parts, pack electronic equipment in a waterproof package and protect against shocks).

Trioliet will reimburse the return costs requested by an RMA. These are often the normal freight costs that also applied at the moment of ordering.

Packages larger than 25 Kg can be submitted for pick-up through our parts department.

spareparts@trioliet.com

Only professionally disassembled and complete parts (damage due to defect excluded) are valid for warranty claims.

If the supplied parts are damaged during disassembly, all right of warranty will be invalid, unless the part cannot be removed without damage.

After Trioliet B.V. has assessed and checked the damaged part, a decision will be made and, if necessary, the claim will be credited.

In case of an approved warranty claim, the old parts become the property of Trioliet B.V.

The returned old parts will be scrapped after 14 days, unless the dealer explicitly requests them back, the last is only possible in case of a rejected warranty claim.

In case of an unjustified claim, the dealer must bear the freight costs.

If Trioliet B.V. has requested certain parts, assemblies or information for the requested return by the dealer, but has not received these within 30 days after the date of the request for return, Trioliet B.V. reserves the right to discount the claim or to reject it entirely.

4.3. The use of photos

Photos can be attached in our warranty portal. These help to clarify the fault diagnosis, to identify the condition of the part to be repaired/replaced and therefore to process requests. In many cases, the use of photos can obviate the need to return parts.

4.4. Delayed Warranty Repairs

Warranty repairs must be arranged and carried out as soon as possible after the dealer and Trioliet B.V. have been notified of the claim. Situations may occur where it is necessary for the machine to continue in operation for a short time, for example, when a part is not available or the end customer cannot take the machine out of service earlier.

In such cases it is necessary to extend the warranty period by 30 days.

In such cases the dealer must inform Trioliet B.V. in writing to make them aware of these special circumstances, in order to prevent the continued use of the product from providing grounds for a rejection of the warranty claim. These claims will then be processed as if the product were still in the warranty period.

4.5. Approved warranty requests

Approved warranty claims are notified by e-mail, and can also be found in the portal. The dealer receives a credit invoice for the reimbursed costs.

In case of an approved warranty application, old parts that were requested to be returned become the ownership of Trioliet.

4.6. Denied/ rejected warranty requests

Rejected warranty requests are reported by email, also they can be found in the portal. The assessment and reason for refusal are indicated here. The decision made by Trioliet B.V., regardless of the subject of the warranty request, is final and irrevocable and the Buyer undertakes to accept this decision.

4.7. Compensation to be paid

The dealer shall not be authorized to compensate the amount of claims in its own favor offset.

Warranty claims are treated as a separate financial matter and may not be settled against outstanding payments.

5. Spare parts return request

The request for return of new parts also takes place via the warranty portal. These are parts that are new, unused, not damaged and from Trioliet.

The parts the dealer wishes to return are entered into the portal. After submitting the return request, Trioliet B.V. will send you an RMA form (Return Material Authorization) at the e-mail address you provide.

The part or parts that you wish to return must be provided with the RMA form that was sent so that it is clearly identifiable and will enable Trioliet B.V. to process it smoothly.

Also, when returning new parts, it is not intended that the parts be returned on their own initiative, with the possibility that unidentifiable parts may be lost and may not ultimately be reimbursed.

If Trioliet B.V. has requested certain parts, assemblies or information for the requested return by the dealer, but has not received these within 30 days after the date of the request for return, Trioliet B.V. reserves the right to discount the claim or to reject it entirely.

6. Final provision

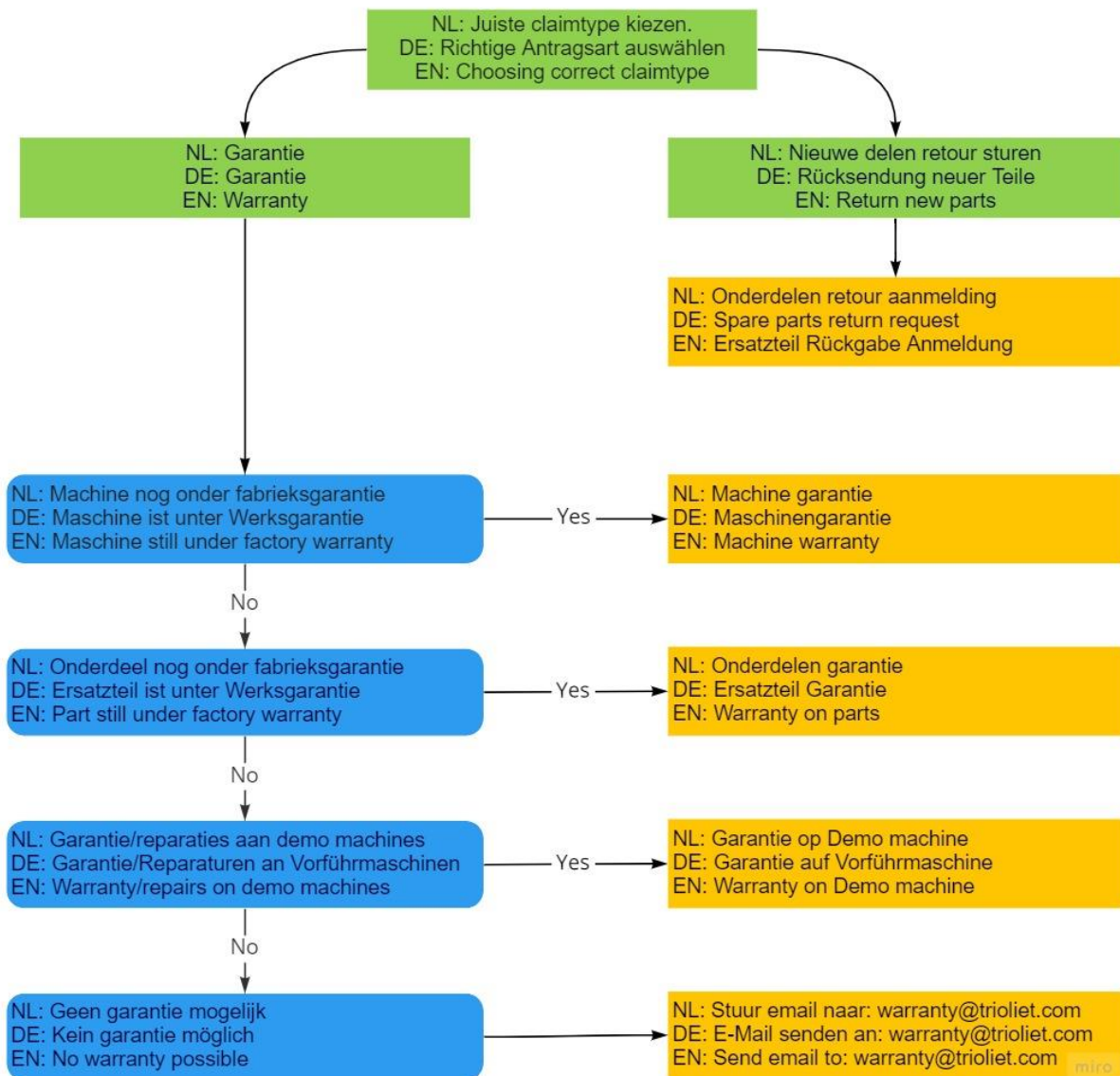
If any provision of these warranty terms is or becomes invalid or void, the remaining provisions of these warranty terms shall not be affected thereby.

These terms and conditions shall continue in full force and effect.

For this reason, the parties will replace the inoperable or void provision with a valid provision that corresponds as closely as possible to the economic purpose of the void or void provision.

7. Attachment

Attachment 1 Flowchart



Attachment 2 Sales and delivery conditions of Trioliet B.V.

SALES AND DELIVERY CONDITIONS OF TRIOLIET B.V.

Sales and delivery conditions are filed at the Chamber of Commerce in the Netherlands. Valid for all countries, with the exception of Netherlands, Belgium, Germany, Austria and Switzerland.

Article 1: Applicability

- 1.1. These Terms & Conditions apply to all tenders made by Trioliet B.V. and to all agreements concluded by Trioliet B.V. and to all agreements that may result therefrom. Any delivery conditions of the opposer will be rejected explicitly, unless otherwise agreed writing.
- 1.2. The tendering party/supplier is Trioliet B.V., and is referred to as 'the Supplier'. The counterparty is referred to as 'the Client'.
- 1.3. In the event of any conflicts between the substance of the agreement concluded between the Client and the Supplier on the one hand and these Terms & Conditions on the other, the provisions set out in the agreement have precedence.
- 1.4. The Supplier retains the copyrights and all industrial property rights to all tenders, designed submitted, illustrations, drawings, trial models, programs, etc.
- 3.2. The rights listed in Article 3.1 remain the property of the Supplier, regardless of whether costs have been charged to the Client for their production. The relevant information may not be copied, used or shown to third parties without the Supplier's explicit prior consent. The Client will be liable to pay the Supplier a penalty for each instance of violation of this provision, to the amount of €25,000. This penalty may be demanded in addition to any compensation damages awarded by law.
- 3.3. The Client must return all data provided as meant in Article 3.1 on demand, within the period specified by the Supplier. If this provision is violated, the Client is liable to pay the Supplier a penalty of €1,000 per day. This penalty may be demanded in addition to any compensation damages awarded by law.
- 4.4. The Client may examine (or arrange for the examination of) the materials that the Supplier intends to use before they are processed, at the Client's own expense. Any damages incurred by the Supplier as a result are for the Client's expense.
- 4.5. In catalogues, pictures, drawings, measurements and weight diagrams mentioned data are not binding unless these are explicitly mentioned in a contract which is signed by both parties.
- 4.6. In the event of contract extras, the delivery deadline and/or work period will be extended by the time required to supply (or arrange for the supply of) the materials and parts necessary for those contract extras and to carry out the contract extras. If the contract extras cannot be fitted into the Supplier's work schedule, they will be carried out as soon as the Supplier's schedule permits.
- 4.7. In the event that the Supplier's obligations are suspended, the delivery deadline and/or work period will be extended by the duration that the obligations are suspended. If resumption of the work cannot be fitted into the Supplier's work schedule, the work will be carried out as soon as the Supplier's schedule permits.
- 4.8. In the event of weather conditions that prevent work being carried out, the delivery deadline and/or work period will be extended by the resulting delay.
- 4.9. If the delivery deadline and/or work period agreed is exceeded, that circumstance does not in any instance entitle the Client to compensation for damages, unless agreed in writing.

Article 2: Tenders

- 2.1. No obligations are attached to any tenders.
- 2.2. If the Client supplies the Supplier with data, drawings etc., the Supplier may rely on their accuracy and shall base the tender on that information.
- 2.3. All prices specified in the tender are based on delivery ex works, in accordance with the Incoterms 2020. Prices are stated exclusive of VAT and packing materials.
- 2.4. If the tender is not accepted, the Supplier is entitled to charge the Client for all costs incurred in order to submit the tender.

Article 3: Intellectual property rights

- 3.1. Unless agreed otherwise in writing, the Supplier re-

Article 4: Advice, designs and materials

- 4.1. The Client cannot derive any rights from advice or information provided by the Supplier that has no direct bearing on the engagement.
- 4.2. The Client is responsible for all drawings, calculations and designs made by or on behalf of the Client, and for the functional suitability of all materials prescribed by or on behalf of the Client.
- 4.3. The Client indemnifies the Supplier for any claims from third parties arising in connection with the use of the drawings, calculations,

Article 5: Delivery times

- 5.1. The delivery deadline and/or work period stated by the Supplier are estimates. The, through Supplier, mentioned delivery-time is never to be considered as a fatal deliverytime. Seller is not responsible for losses or claims because of late delivery.
- 5.2. In determining delivery deadlines and/or work periods, the Supplier assumes that the engagement can be carried out under the circumstances as they are known to the Supplier at that moment.
- 5.3. Delivery deadlines and/or work periods do not commence until the Parties have agreed on all commercial and technical details, all necessary data, final and approved drawings, etc. are in the Supplier's possession, the payment or instalment agreed has been received and the conditions necessary for the performance of the engagement have been met.
- 5.4.a. In the event of circumstances that are different

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Article 6: Transfer of risk

6.1. Deliveries are made ex works, in accordance with the Incoterms 2020; the risks attached to the object are transferred at the moment that the Supplier makes the object available to the Client.

6.2. The provisions of Article 6.1 notwithstanding, the Client and the Supplier may agree that the Supplier will arrange transport. The risks attached to the storage, loading, transport and unloading remain with the Client in such instances. The Client may take out insurance to cover those risks.

6.3. In the event that objects are to be exchanged and the Client continues to use the exchangeable object while awaiting delivery of the new object, the risks attached to the exchangeable object remain with the Client until the moment that possession of the object has been relinquished to the Supplier.

Article 7: Price changes

7.1. The Supplier may charge any increases in cost-determining factors that arise after the agreement is concluded to the Client if the performance of the agreement has not been completed at the moment of the increase.

7.2. The Client is obliged to pay the price increases as meant in Article 7.1 at the same time as the principal sum or the next instalment is paid.

7.3. If the Client provides goods and the Supplier is prepared to use those goods, the Supplier may charge up to 20% of the market price of the goods provided.

Article 8: Impracticability of the engagement

8.1. The Supplier is entitled to suspend the fulfilment of any obligations if any circumstances that could not be foreseen when the agreement was concluded and that are beyond the Supplier's influence temporarily prevent the fulfilment of those obligations.

8.2. Under circumstances that were not foreseeable by the contractor and which are beyond its control, this means, among other things, the circumstance that suppliers and/or subcontractors of the contractor do not fulfill their obligations or do not fulfill them on time, weather, earthquakes, cybercrime, disruption of digital infrastructure, fire, outbreaks of infectious diseases (including epidemics and pandemics, such as COVID-19) loss or theft of tools, the loss of materials to be processed, roadblocks, strikes or work stoppages, import or trade restrictions, war, danger/threat of war and natural disasters

8.3. The Supplier is no longer entitled to suspend the fulfilment of any obligations when the temporary impossibility of performance has lasted for more than six months. The agreement may not be dissolved until that term has lapsed, and only in respect of those obligations that have not been fulfilled. In that event, the Parties are not entitled to any compensation for damages incurred as a result of that dissolution.

Article 9: Scope of the work

9.1. The Client is responsible for ensuring that all licences, permits, dispensations and other administrative decisions that are needed to carry out the work are obtained in time.

9.2. The price for the work does not include the following:

- a. the costs of earthwork, pile driving, demolition, foundation work, cementing, carpentry, plastering, painting, wallpapering, repairs or other construction work;
- b. the costs of connecting gas, water, electricity or other infrastructural facilities;
- c. the costs of preventing or limiting damages to any objects situated on or near the work site;
- d. the costs of disposing of materials, building materials or waste products;
- e. hotel and travelling expenses.

Article 10: Changes to the work

10.1. Any changes to the work will result in contract variations in at least the following instances:

- a. if the design or the specifications change;
- b. if the information provided by the Client does not match the actual situation;
- c. in the event of deviation from estimated quantities by more than 10%.

10.2. Contract extras will be charged based on the value of the cost-determining factors as at the moment that the contract extra is performed.

Contract deductions will be settled based on the value of the cost-determining factors as at the moment that the agreement was concluded.

10.3. If the value of the contract deductions exceeds that of the contract extras, the Supplier is entitled to charge the Client for 10% of the difference upon final settlement. This provision does not apply to any con-

tract deductions based on requests from the Supplier.

Article 11: Performance of the work

11.1. The Client is responsible for ensuring that the Supplier can carry out the activities without interruption and at the times agreed, and that the Supplier has access to the necessary facilities when carrying out the activities, such as:
 - gas, water and electricity;
 - heating;
 - lockable and dry storage space;
 - all facilities required by the laws and regulations governing working conditions.

11.2. The Client is liable for all damages, including those resulting from loss, theft, burning or harm, to objects belonging to the Supplier, the Client and/or any third parties, such as tools and materials intended for use in the work that are located on the site where the activities are carried out or at another agreed location.

11.3. If the Client fails to fulfil the obligations as set out in Article 11.1 and 11.2, and that failure causes delays in the performance of the activities, the activities will be carried out as soon as the Client as yet fulfils those obligations and when the Supplier's schedule permits. The Client is liable for all damages that the Supplier incurs as a result of the delay.

Article 12: Completion of the work

12.1. The project will be deemed to have been completed when:

- a. the Client has approved the work;
- b. the Client has put the work into use. If the Client puts part of the work into use, that part will be

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deemed to have been completed;

c. the Supplier has notified the Client in writing that the work is finished and the Client has not communicated, within 14 days after than notification, whether or not the work has been approved;

d. the Client does not approve the work on grounds of minor defects or missing parts that can be repaired or provided within 30 days and that do not prevent the work from being put into use.

12.2. If the Client does not approve the work, the grounds on which the approval is withheld must be communicated to the Supplier in writing.

12.3. If the Client does not approve the work, the Supplier must be given another opportunity to complete the work. The provisions set out in this Article apply anew.

12.4. The Client indemnifies the Supplier against all claims from third parties for damages to parts of the work that have not yet been completed that are caused by use of parts of the work that have already been completed.

Article 13: Liability

13.1. The Supplier is liable for all damages that the Client incurs that stem directly and exclusively from a shortcoming attributable to the Supplier. However, only those damages for which the Supplier is insured, or should within reason have been insured, qualify for compensation.

13.2. If, when the agreement is concluded, it is impossible for the Supplier to take out insurance as meant in Article 13.1, or impossible to do so at reasonable conditions, or if it is subse-

quently impossible to renew the insurance policy at reasonable conditions, the maximum compensation payable for damages is the amount that the Supplier charged for the agreement in question (exclusive of VAT).

13.3. The following damages do not qualify for compensation:

a. trading losses, including losses caused by delays and loss of profits. The Client should take out insurance to cover such damages, if such is deemed desirable;

b. supervision damages, which are understood to include damages caused, during or as a result of the performance of the work, to objects on which work is being carried out to objects situated in the vicinity of the work site. The Client should take out insurance to cover such damages, if such is deemed desirable;

c. damages caused by intent or gross negligence on the part of helpers or non-management employees of the Supplier.

d. Consequential loss or damage in any form.

13.4. The Supplier is not liable for damages to materials provided by or on behalf of the Client that result from improper processing. At the Client's request, the Supplier will repeat the process, using materials provided by the Client, at the Client's expense.

13.5. The Client indemnifies the Supplier against all claims from third parties for product liability stemming from defects in products provided by the Client to third parties that consisted of or included products and/or materials provided by the Supplier.

Article 14: Guarantees

14.1. The Supplier guarantees the proper performance of the product or service stipulated for a period of twelve months after delivery or completion.

14.2. If the product or service stipulated consists of contract work, the Supplier guarantees the soundness of the construction delivered and the materials used, if the Supplier was at liberty to choose those materials, for the period specified in Article 14.1.

If the construction delivered and/or the materials used prove to be unsound, the Supplier will make the necessary repairs or replacement. Those parts that are to be repaired at the Supplier's place of business or are to be replaced by the Supplier must be sent to the Supplier carriage paid. Disassembly and assembly of those parts, plus any hotel and travelling expenses, are for the Client's account.

14.3. If the product or service stipulated (partly) consists of the processing of materials provided by the Client, the Supplier guarantees proper processing for the period specified in Article 14.1.

If any processing proves to have been performed improperly, the Supplier will do one of the following, at the Supplier's discretion:

- repeat the process, in which case the Client must provide new materials, at the Client's own expense;
- repair the shortcoming, in which case the Client must return the materials to the Supplier carriage paid;
- credit the Client for a proportionate part of the invoice.

14.4. If the product or service stipulated consists of the delivery of an object, the Supplier guarantees the

soundness of the object delivered for the period specified in Article 14.1.

If the delivery proves to have been defective, the object must be returned to the Supplier carriage paid. The Supplier will then elect either:

- to repair the object;
- to replace the object;
- to credit the Client for a proportionate part of the invoice.

14.5. If the product or service stipulated (partly) consists of the fitting and/or assembling of a delivered object, the Supplier guarantees the soundness of the fitting and/or assembly for the period specified in Article 14.1.

If the fitting and/or assembly prove to be defective, the Supplier will repair the fault. Any hotel and travelling expenses are for the Client's account.

14.6. Factory guarantees apply to those parts for which the Client and the Supplier agree such explicitly and in writing. If the Client has had the opportunity to examine the substance of the factory guarantee, that factory guarantee will replace the guarantees specified in this Article.

14.7. In all situations, the Client must allow the Supplier the opportunity to repair any shortcomings and/or repeat the processing.

14.8. The Client may only invoke guarantees after all obligations in respect of the Supplier have been fulfilled.

14.9. a. No guarantee is given when defects are the result of:

- normal wear and tear;
- improper use;
- lack of proper maintenance;
- fitting, assembly, alterations or repairs by the Client or by third parties.

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- b. No guarantee is given for delivered objects that were not new when they were delivered or for objects whose use the Client prescribed or that were provided by or on behalf of the Client.
- c. No guarantee is given on inspections of and/or repairs to objects belonging to the Client.

Article 15: Complaints

The Client may not invoke defects in the product or service unless a written complaint has been submitted to the Supplier within fourteen days after the defect was detected or should, within reason, have been detected.

Article 16: Failure to take delivery

In the event that the Client has not taken delivery of any object after the delivery deadline has passed, those objects will remain available for up to 6 months to the Client. Any objects of which the Client has not taken delivery will be stored for the Client's account and risk. The Supplier may at any time invoke the powers granted by Article 6:90 of the Dutch Civil Code.

Article 17: Payment

- 17.1. Payment must be made at the Supplier's place of business or to an account specified by the Supplier.
- 17.2. Unless agreed otherwise, payment must be made using one of the following methods:
 - a. for counter sales: cash;
 - b. for payment in instalments:
 - 40% of the total price when the engagement is granted;
 - 50% of the total price when the materials have been delivered or, if the engagement does not include delivery of the materials, upon com-

- men- cement of the activi- ties;
- 10% of the total price upon completion;
- c. in all other instances: within fourteen days after the date on the invoice.

17.3. The payment conditions specified notwithstanding, the Client is obliged, at the Supplier's request, to provide security for payment, to the Supplier's satisfaction. Failure on the Client's part to provide such security for payment within the period specified will immediately constitute default. In that event, the Supplier is entitled to dissolve the agreement and recover any damages from the Client.

17.4. The Client's right to offset any claims on the Supplier is excluded, except in the event of the Supplier's bankruptcy or if judicial debt rescheduling is applied in respect of the Supplier.

- 17.5. The full claim for payment is payable on demand in the following instances:
 - a. if any payment deadline has been exceeded;
 - b. if the Client has been declared bankrupt or requests suspension of payments;
 - c. if any of the Client's assets or claims are seized;
 - d. if the Client (if a company) is dissolved or wound up;
 - e. if the Client (if a natural person) makes a request for judicial debt rescheduling, is placed under guardianship or dies.

17.6. If the complete payment has not been made by the payment deadline specified, the Client is immediately liable to pay the Supplier interest. That interest is payable at a rate of 12% per year, or at the statutory rate if that is higher. For the purposes of calculating the

interest, partial months are counted as full months.

17.7. If complete payment has not been made by the payment deadline specified, the Client is immediately liable to pay the Supplier all extrajudicial costs, to a minimum of €75.

The costs are calculated as follows:

- up to € 50.000,- 10%
- the amount above € 50.000,- 5%

If the actual extrajudicial costs exceed those based on this formula, the Client is liable to pay the actual costs.

17.8. If judicial proceedings are decided in the Supplier's favour, all costs incurred by the Supplier in connection with those proceedings are for the Client's account.

Article 18: Retention of ownership and pledging

- 18.1. After delivery, the Supplier remains the owner of the objects delivered for as long as:
 - a. the Client fails or will fail in the fulfilment of the obligations belonging to this agreement or any similar agreements;
 - b. the Client fails or will fail to pay for any work performed or to be performed under such agreements;
 - c. the Client has not paid any claims arising from non-fulfilment of those agreements, such as compensation for damages, penalties, interest and costs.

18.2. As long as any objects are subject to retention of ownership, the Client may not encumber those objects in any way that exceeds the scope of the Client's ordinary activities.

18.3. Having invoked retention of ownership, the Supplier

may retrieve the objects delivered. The Client must allow the Supplier to enter the place where those objects are located.

18.4. If the Supplier cannot invoke retention of ownership because the objects delivered have been subject to confusion, deformation or accession, the Client is obliged to give the newly formed objects in pledge to the Supplier.

Article 19: Termination

If the Client wishes to dissolve the agreement without the Supplier having failed in the performance thereof and if the Supplier so agrees, the agreement will be terminated by mutual consent. In that event, the Supplier is entitled to reimbursement for all financial losses incurred, such as damages, loss of profits and costs.

Article 20: Applicable law and competent court

- 20.1. These Terms & Conditions are governed by the laws of the Netherlands.
- 20.2. The Vienna Sales Convention (C.I.S.G.) does not apply to these Terms & Conditions, nor do any other international regulations whose exclusion is permitted.
- 20.3. Only the Dutch civil court within whose jurisdiction the Supplier's place of business is situated is competent to pass judgment on disputes, unless such is at odds with any mandatory rules of law. The Supplier is entitled to deviate from this jurisdiction clause and apply the statutory rules for jurisdiction.
- 20.4. The Parties may agree on another form of dispute settlement, such as arbitration or mediation.

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Article 21: Sales and delivery via internet

The data that register the delivered goods, such as data about the functioning of the delivered and the performance of the delivered, belong to the contractor. Unless otherwise agreed, the client has no rights to this data, such as, for example, the right of access, inspection or transfer.

The Contractor may only use the data as referred to in paragraph 1 of this article for the following purposes:

- a. Optimization of the delivered item, which includes ensuring that this item performs as well as possible;
- b. Development of new items or further development of existing items from the contractor's range;
- c. Making comparisons with items that the contractor has supplied to other clients for an even better optimization of items supplied to customers;
- d. Possible service and maintenance.

The Contractor is not liable for damage resulting from damage or loss of data, the unavailability of data or decisions based on the data.



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