

1. General

- 1.1. These general terms and conditions apply to all the Supplier's quotes and all agreements that the Supplier reaches with a Buyer.
- 1.2. Exceptions to these general terms and conditions of sale are only possible if and insofar as they have been agreed explicitly in writing.

2. Offer and acceptance

- 2.1. All of the Supplier's quotes, irrespective of the format, are without obligation, unless they stipulate a period of acceptance.
- 2.2. If a Supplier's quote stipulates an offer without obligation and the Buyer accepts this quote, the Supplier has the right to withdraw the offer within 3 working days after receipt of the acceptance.

3. Deliveries

- 3.1. All deliveries are "Ex Works" as referred to in the ICC Incoterms 2000 of the International Chamber of Commerce. Among other things, this implies that the products are for the Buyer's account and risk from the moment they leave the Supplier's factory or warehouse for transport or shipment.
- 3.2. The Supplier is allowed to deliver the agreed quantities in batches. Every partial delivery shall be considered as a separate agreement.
- 3.3. The agreed delivery period is not the ultimate deadline. In case of a late delivery, the Supplier needs to be declared 'in default' and given a reasonable period to still meet the conditions of the agreement. If this period is also exceeded the Buyer is only allowed to dissolve the agreement for the quantities that have not yet been delivered.
- 3.4. The Buyer shall purchase the products within the agreed period after the Supplier has notified the Buyer that the products are ready for delivery. If the Buyer does not purchase the products within the agreed period, or the Buyer has failed to provide the necessary information for transport or shipment of the products on time, the Supplier has the right to store the products for the Buyer's account and risk without prejudice to the Seller's right to claim damages.
- 3.5. If the Supplier took care of the transport or the shipment of the products, the Supplier is deemed to have done this in the Buyer's name and for the Buyer's account and risk.

4. Payment

- 4.1. All payments need to be made within 30 days after the invoice date and shall be considered to have taken place when the invoice amount is on the Supplier's account.
- 4.2. If the agreed quantities are delivered in batches, the Supplier is allowed to invoice in batches too.
- 4.3. All payments are without discounts or deductions.
- 4.4. On expiry of the term of payment, the Buyer, without further notice of default, shall be in default and Dutch statutory interest shall be owed as from that date.
- 4.5. If the Buyer is in default or he has failed to meet one or more of his other obligations in any other way all the reasonable Supplier's court and other costs for settlement shall be fully payable by the Buyer.
- 4.6. At all times the Supplier is allowed, prior to providing (more) services, to demand adequate security or partial or whole payment in advance from the Buyer.

5. Retention of title

- 5.1. The products delivered by the supplier remain the Supplier's property until all the amounts owed to the Supplier regarding the delivered and still to be delivered products, including interest and costs, have been paid.
- 5.2. Until that time, the Buyer is only allowed to alienate or process the products if this is the normal practice in his company.
- 5.3. Following the processing of the products, the Supplier shall be the (joint) owner of the products that were wholly or partly made in this way and the Buyer shall automatically keep them for the Supplier.
- 5.4. If the Supplier, in spite of the provisions of article 5.3, is not able to obtain the (joint) ownership of the goods manufactured by the Buyer, the Buyer, upon the Supplier's first request, shall provide every possible assistance for establishing a non-possessory or possessory pledge (if necessary, for all other entitled parties) on the goods in question for the Supplier.
- 5.5. If the Buyer fails to respect his obligations vis-à-vis the Supplier or the Supplier has valid grounds to fear that the Buyer shall not respect these obligations, the Supplier is allowed to take back the delivered products. The Buyer does not have any possessory lien on these products.
- 5.6. The Buyer is obliged to store the delivered products with due care and as recognisable property of the Supplier. The Buyer is also obliged to insure the delivered products against fire and water damage and theft. Any claims of the Buyer following these insurance policies shall be pledged by the Buyer to the Supplier upon the Supplier's first request as additional security for the Supplier's amounts receivable vis-à-vis the Buyer.

- 5.7. As long as the ownership of the delivered products has not been transferred to the Buyer, he shall not pledge the products or confer any title to a third party.
- 5.8. If any third parties want to establish or enforce a right on the delivered products subject to retention of title, the Buyer is obliged to notify the Supplier of this as soon as can be reasonably expected.
- 5.9. The Buyer undertakes to provide every possible assistance within reason with regard to any measures that may effect the Supplier to protect his right of ownership with regard to the delivered products.

6. Complaints

- 6.1. The Buyer needs to check the products on receipt for any defects and shortcomings. Any visible defects or shortcomings need to be notified in writing to the Supplier by the Buyer within 8 days after receipt with specification of the nature of the defects or shortcomings. Hidden defects or shortcomings need to be notified in writing to the Supplier by the Buyer within 8 days after detection, or within 8 days after they should have been detected, specifying the defects or shortcomings.
- 6.2. If the products do not comply with the specifications of the agreement, the Supplier has the choice to replace or repair the products in question.
- 6.3. Any claims for non-compliance of the products with the agreement shall not be valid if they were not notified on time. However, in case of hidden defects this notification period shall be 2 months after receipt of the products by the Buyer.
- 6.4. Any claims for non-compliance of the products with the agreement shall be invalid if the delivered products have been processed, repackaged, or changed in any other way from the original state of the products.
- 6.5. Products can only be returned to the Supplier following prior written consent.
- 6.6. If the Buyer has complained on time, he is still obliged to pay the delivered products and respect his other obligations.

7. Force majeure

- 7.1. Force majeure shall be understood to mean circumstances that wholly or partly prevent or seriously interfere with the performance of an agreement and that cannot be attributed to the parties. In any case, force majeure shall include: fire, extreme weather conditions, company blockades, strikes and lock-outs, breakdowns in the supply or provision of products or services that are important for the services to be provided by the supplier, government measures including import and export provisions and transport restrictions.
- 7.2. In the event of force majeure, the obligations of the parties shall be suspended. If the period of force majeure lasts longer than 2 months, the parties are entitled to dissolve the part of the agreement that has not yet been performed without recourse to the courts and without any obligation to pay damages in this case.
- 7.3. The parties are also able to invoke force majeure if the force majeure occurs at a time that a party should have already respected a certain obligation.

8. Liability

- 8.1. The Supplier is not liable for damage of the Buyer that is the result of the late delivery or non-delivery of the products.
- 8.2. In addition to the obligation to respect the provisions of article 6, the Supplier is only liable for damage of the Buyer that is the direct result of defects or shortcomings to the delivered products up to maximum the corresponding invoice amount of the products in question.
- 8.3. However, the Supplier can never be held liable for consequential damages. In any case, this shall be understood to mean loss consequential on business interruption, damage following work stoppages, loss of profit and liability vis-à-vis third parties.
- 8.4. The limitation of liability referred to in article 8 is applicable mutatis mutandis to any services provided by the Supplier to the Buyer.
- 8.5. The limitation of liability referred to in article 8 also applies if the Supplier is held liable by the Buyer for reasons not specified in this agreement.
- 8.6. The limitation of liability referred to in article 8 does not apply in case of intentional acts and gross negligence of the Supplier's managers and directors.

9. Applicable law and disputes

- 9.1. Any legal relationship between the Supplier and the Buyer shall be governed by Dutch law. The provisions of the Vienna Sales Convention are not applicable. The provisions of other international arrangements regarding the purchase of movable material goods, the operation of which can be excluded by the parties, are not applicable either.
- 9.2. All disputes belonging to the competence of the courts shall be settled by the court at Haarlem.

These general terms and conditions of delivery have been deposited with the Chamber of Commerce of Amsterdam under number 34274734.