



## GENERAL TERMS AND CONDITION OF SALE AND DELIVERY

### 1. GENERAL

- a. The following Terms and Conditions of Sale and Delivery will be applicable to and form an integral part of all contracts concluded with us, or agreements resulting from them, including advice given and/or notifications made.
- b. Deviating provisions and/or agreements, including any general terms and conditions used by the other party, will only be applicable when accepted and confirmed by us in writing.
- c. All offers and deliveries by us of goods or parts thereof purchased or obtained by us from third parties will also be subject to the general terms and conditions of sale and delivery on which these third parties delivered to us, insofar as they do not deviate from these terms and conditions.

### 2. OFFERS

- a. All quotations will always be without obligation, unless explicitly provided otherwise.
- b. Contracts will only be concluded after the order and/or instruction of the other party, whether or not resulting from a quotation made by us, has been accepted by us in writing, or through the actual execution of the order and/or instruction.
- c. In case of oral contracts the invoice will be deemed to reproduce the contract correctly and fully, subject to complaint within 14 (fourteen) days after the invoice date.
- d. Acceptance will only be on the condition of approval by our credit insurance. If the credit insurance does not give its approval, we will have 1) the right to annul the contract, without being obliged to pay damages, or 2) to demand direct payment; even if the agreement provides otherwise.
- e. We will only be bound to offers and commitments by intermediaries, representatives or employees engaged by us if and when we have confirmed such offers or commitments in writing.

### 3. PRICES

- a. Unless otherwise explicitly agreed upon in writing, all prices are exclusive of turnover tax as well as any other levies or charges imposed by the government.
- b. If, after the conclusion of the contract but before the delivery date, price adjustments occur at our expense, we will be entitled to charge any additional costs to the other party. If we increase the price within 3 (three) months of conclusion of the contract, the other party will be entitled to dissolve the contract by an extrajudicial written statement.
- c. Unless agreed otherwise, all prices are ex warehouse or the location from which the goods are sent.

### 4. DELIVERY

- a. The place of delivery is the place from which the goods are sent.
- b. Statements regarding delivery times and periods will only apply by approximation, unless explicitly provided otherwise in writing.
- c. In case of free delivery, we will determine the means of transport. In case of non-free delivery, the goods will be deemed to have been delivered to the other party at the time the other party has taken delivery of them at our company or the goods have been loaded onto the means of transport sent by or on behalf of the other party. Goods will travel at the expense and risk of the other party, in the event of both free and non-free delivery.
- d. If for whatever reason the other party does not purchase the goods offered by us for delivery, all costs resulting from this for us, such as e.g. transport and storage costs, will be for the other party's account. After a period of 4 (four) weeks we will be entitled to go over to a (private) sale of the goods in question. Any lower proceeds and the costs involved will be for the other party's account, without prejudice to our right to claim full damages.

### 5. RIGHT OF COMPLAINT

- a. Complaints relating to visible deviations and/or defects in goods supplied must be sent to us in writing within 5 (five) days of receipt. Failure to do so shall result in the right of complaint lapsing.
- b. Complaints relating to deviations and/or defects in goods delivered which only come to light later, but within 3 (three) months, counting from the day of delivery, must be submitted to us in writing within 5 (five) days after the deviation and/or defect could reasonably have been evident to the other party, on pain of lapse of the right of complaint.
- c. If a complaint is well-founded, we will then have the right, at our discretion, to repair or replace the goods in question, or credit or refund the invoice amount due for these goods.
- d. From the fact that a complaint is well-founded, the other party will not be able to derive any right to amendment or dissolution of the contract and/or to any discount and/or compensation of any amount owed by the other party.

### 6. FORCE MAJEURE

- a. If we cannot perform our obligations under the contract, or can only perform them in part as a result of force majeure, we will be entitled, at our discretion, either to cancel the contract with immediate effect, or to suspend the performance of the contract for the duration of the force majeure, without being liable for any damages.
- b. Force majeure is understood to mean e.g. any circumstance, foreseen as well as unforeseen, which makes it permanently or temporarily impossible, or more onerous or expensive, for us to perform the contract, as well as war, threat of war, civil war, state of siege, riot, strike, fire, lockout, radical changes to exchange rates, energy crisis, abnormal increases in the prices of raw materials and energy, transport problems, serious interruptions of our business operations or late or improper performance by supply companies.

### 7. PAYMENT

- a. Payment must be made in cash at one of our branches or by transfer to one of our bank accounts no later than 10 days after the date of the invoice. Unless agreed otherwise in writing, payment must be made without reduction and/or setoff.
- b. In case of failure to pay the invoice amount in time, it will be immediately due and payable, without any notice of default being required. In the event of late payment, the buyer will have to pay the statutory commercial interest on the invoice amount, for the time by which the payment period has been exceeded.
- c. We have the right to demand that an order be fully or partially paid in advance. The other party will be obliged to provide security on first demand for the performance of the contract.

- d. We will have the right to terminate the contract or to suspend its performance in full or in part with immediate effect, without judicial intervention, this without prejudice to our other rights (to performance or damages), if:

1. the other party dies, applies for suspension of payments, files for a bankruptcy order or requests to be admitted to the statutory debt rescheduling arrangement;
2. bankruptcy proceedings are instituted against the other party;
3. the business of the other party is closed down or liquidated;
4. a private composition is offered;
5. any asset of the other party is attached;
6. by virtue of any statutory obligation an announcement of inability to pay is made;
7. the other party has any payment arrears.

- e. In the event of failing to meet its obligations the other party shall pay us extrajudicial costs which are set at 15% of the invoice amount and which are subject to a minimum of € 150 (in words: one hundred and fifty euro). This is without prejudice of our right to claim the actual costs incurred.

### 8. RETENTION OF TITLE

- a. In the event of a sale by us to the other party the ownership of the sold goods will only pass to the other party at the moment the following will have been paid to us in full:
  1. the purchase price owing by the other party and any extra amounts payable in respect of all goods delivered or to be delivered by virtue of the contract and activities carried out or to be carried out;
  2. all claims because of failure of the other party in the performance of such contract.
- b. Prior to payment in full of the outstanding claims, the other party will not be entitled to pledge the goods delivered by us to third parties or transfer the ownership to them, other than in accordance with its normal business operations or the normal designated use of the goods. The other party has an obligation to disclose to us if third parties (wish to) assert rights on good supplied by us under retention of title.
- c. In the event of actions on the part of the other party from which it is evident that the other party is unable to meet its payment obligations and in the event of payment arrears, suspension of payments or bankruptcy on the side of the other party, the other party is obliged on first request to return to us the goods sold. To that end we are authorised, without the need to provide the other party with a written warning or notice, to call at the other party and to take immediate custody of the goods sold.

### 9. LIABILITY

- a. Because many factors beyond our control, such as the safekeeping and/or storage and/or use according to the instructions on labels by the other party of the goods delivered, as well as e.g. the effects of the weather on their operation, can influence the result, we cannot warrant the proper operation of the goods delivered.
- b. We therefore do not accept any liability for loss of profit and/or other loss, arising directly or indirectly from e.g. the loading, unloading, transport, storage, safekeeping, marketing or use of the goods delivered.
- c. Partly in view of the provisions under a., we will neither be liable for any loss arising from statements made and/or information and/or advice given, in the broadest sense of the word, by intermediaries and/or representatives and/or employees engaged by us, in relation to e.g. loading, unloading, transport, storage, safekeeping, use, the composition and/or the suitability of the goods to be delivered or provided to the other party by us or third parties. Using the goods sold in conflict with the manufacturer's instructions shall at all times be at the risk and expense of the other party.
- d. If we should nevertheless be liable for any loss suffered by the other party, we will only be bound to pay an amount not exceeding the invoice value of the goods delivered by us or third parties in respect of which the loss has occurred.
- e. The exclusion or limitation of liability stipulated in this article does not apply in case of wilful acts or omissions, serious fault or gross negligence.

### 10. PARTIAL VOIDNESS

If one or more provisions in these general terms and conditions are null and void, are annulled by the other party or are null and void or without force as a result of a judicial decision, the other provisions of these general terms and conditions will continue to apply unimpaired. If such a situation arises, the parties will enter into consultation in order to agree new provisions as replacement of the void or nullified provisions, whereby, if and so far as possible, the purpose and purport of the original provision will be taken into account.

### 11. TRANSLATIONS

These general terms and conditions have originally been drawn up in the Dutch language. If these general terms and conditions are translated into another language, the Dutch text will be binding in case of a difference of opinion about the content or purport of these general terms and conditions.

### 12. APPLICABLE LAW

All contracts concluded by us or further agreements resulting from them will be governed by the laws of the Netherlands.

### 13. DISPUTE SETTLEMENT

The Roermond District Court will have sole jurisdiction to take cognisance of disputes, unless this is contrary to mandatory law. We may depart from this rule of jurisdiction and apply the statutory rules of jurisdiction.

### 14. FILING

These General Terms and Conditions of Sale and Delivery were filed at the office of the Chamber of Commerce and Industry in Venlo Reference number 12020578  
**Handelstraat 6, 5961 PV HORST, The Netherlands**