

### **Article 1 - Applicability**

1. These terms and conditions apply to all our offers, order confirmations, sales and/or deliveries of our products, unless otherwise agreed upon in writing.
2. All our offers are subject to contract. They can only become binding upon us if expressly confirmed in writing.
3. Additions, modifications or (oral) promises on our part are only binding if a person authorised to do so has confirmed them in writing.
4. We reserve the right to refuse an order without giving reasons, or to collect on delivery.
5. For all orders given to us our written order confirmations and the current terms and conditions are decisive.
6. If in a transaction concluded by us with a customer, conditions, provisions or stipulations are agreed upon which deviate from the current terms and conditions, these deviating conditions, provisions or stipulations will only apply to that particular transaction.

### **Article 2 - Delivery**

1. Goods will be delivered ex works.
2. In all cases the place of shipment at our factory will be considered as the place of delivery and acceptance of the goods and also of any stipulated inspection. If so requested, the customer will be sent notification of the intended shipment.
3. In case of delivery ex works the customer will take care of transport. We can agree with the customer that we will take care of transport for the customer's account and risk.
4. We can take over the risk of breakage during transport at a premium of 1.5% (one and a half per cent), but only if we have packed the goods and the transport is not carried out by or on behalf of the customer. The risk of breakage referred to can only be taken over if agreed upon in writing.
5. Contrary to the provisions in 1. and/or 2. delivery can be stipulated carriage paid to the destination designated by the customer. This stipulation is deemed only to relate to the costs of transport and not to the place of delivery, the acceptance and any inspection. We make the express reservation that the destination designated in that connection by the customer be located at an asphalt road or can be normally reached by the vehicle used while fully loaded, failing which all additional costs will be for the customer's account.
6. The acceptance of the goods by the carrier, without a note being made on the consignment note or the receipt, will be considered as proof that the packaging was in good condition.
7. Damage to the packaging at delivery should be reported to the carrier.
8. The delivery times stated can never be considered as fatal dates. We undertake to observe the stated delivery time as much as possible, but we do not assume any liability for compensation of damage, of whatever nature, by or in connection with delay in the delivery or late delivery.
9. When the delivery time has been exceeded, the customer will not have the right to cancel the agreement, nor to suspend or decide not to perform any obligation towards us.
10. When after expiry of the delivery date the customer fails to take delivery of goods, they will be stored for his disposal and for his account and risk.
11. If we agree a binding delivery date with the customer, we will in case of delay in the delivery only be liable for the customer's demonstrable damage or loss to at most the invoice amount of the delayed delivery. In this case too the provisions in this article under 7. will continue to apply in full.
12. The costs of packing and packaging material will be charged separately. Wooden and metal packaging will be taken back at the invoice value if received by us in good condition and carriage paid within one month after dispatch.
13. Of products especially manufactured for the customer we are entitled to deliver at most 15% (fifteen per cent) more or less than ordered.

### **Article 3 - Transfer of ownership**

1. Until the customer has fully paid the amounts due by the customer, we will retain the ownership of all goods to be delivered or delivered by us, this as security for the payment of the aforementioned goods to us, as well as for payment of any interest and costs ensuing from a failure to perform agreements under which the aforementioned goods have been delivered.
2. We are entitled to either suspend our contractual obligations or to dissolve the agreement in whole or in part by means of a

written statement to that end and without any notice of default being required, in case:

- a. the customer fails to pay in time;
  - b. the customer fails to pay in advance or fails to provide security as referred to in Article 5, under 3;
  - c. the bankruptcy of the customer is filed for or any part of the possessions or assets of the customer is attached;
  - d. the customer applies for a moratorium, requests to be admitted to the statutory debt rescheduling arrangement, or assigns his assets or sells or liquidates his business;
  - e. the customer is in any way in default with the performance of his payment obligations or fails to (properly) perform any of his obligations towards us;
  - f. the customer dies or is placed under guardianship;
  - g. the customer ceases or transfers (an important part of) his business or changes the objective of his business;
  - h. the customer offers a private composition;
  - i. an announcement of inability to pay is made by virtue of any statutory obligation.
3. This does not affect the rights assigned to us by law or by the agreement and is without prejudice to our rights to performance and/or damages. We are entitled to claim back or take away all goods that have not yet been paid (in full) and have remained our property, this while deducting any amounts already paid. We hereby have the right to sell to third parties the goods that have been claimed back and/or taken away, in which case the net proceeds will be deducted from the amounts due to us.
  4. In the cases referred to in 2. all our claims on the customer will be immediately due and payable, while the customer is obliged to return to us on first demand the goods not yet sold.
  5. The customer may resell, supply to others or use the goods delivered by us within the framework of his normal business operations. No right of pledge or other security right may be established on these goods for the benefit of a third party.
  6. The customer is not allowed to resell the goods delivered by us to the customer at a price which is less than the price to be paid to us by the customer plus the turnover tax (VAT) due. Furthermore, the goods should be resold in the original unchanged packaging, and the customer should agree with his customer by way of perpetual clause that the obligations mentioned in this article will also be complied with in case of any further resale, at any rate alienation.

### **Article 4 - Prices**

1. All prices are based on the prices, import duties and other taxes, levies and costs affecting the cost price as applying at the time of the conclusion of the agreement.
2. We are entitled to increase the agreed price, as regards the not yet delivered part of the agreement, with price increases when changes occur in one or several of the factors mentioned in 1. after the conclusion of the agreement, but before the moment of delivery. In such a case the price will be adjusted such that the change that has occurred has been included in a fair way.
3. When in the case referred to in 2. the price is increased within three months after the conclusion of the agreement, the customer has the right to dissolve the agreement within eight days after dispatch of the notification of the price increase as regards the not yet performed part by means of a written statement to that end, without the customer being able to claim any compensation.

### **Article 5 - Payment, interest and costs**

1. Payment should be made in euro, or in cash at delivery, or by payment or transfer to a bank or giro account designated by us within thirty days after the invoice date, unless otherwise agreed upon in writing.
2. Payment will be made without any discount or setoff.
3. Payments will first be applied to settle all due costs, subsequently interest and then due principal sums in the order of their age, irrespective of what the customer states in respect of his payment.
4. If the invoice amount has not been paid on the due date, the customer will be in default by the mere expiry of the period, without any notice of default being required. In that case the customer will have to pay to us from the due date the current statutory commercial interest on the still outstanding invoice amount.
5. If we take action to recover any amounts due, the extrajudicial costs – which are fixed at two points of the relevant graduated scale of the applicable court-approved scale of costs – will be for

the customer's account. We reserve the right to claim the actual costs.

6. We reserve the right to demand payment in advance or security for the payment during the course of the contract.
7. In the cases referred to in Article 3, under 2. all our claims on the customer will be immediately due and payable without any warning or notice of default being required, all this without prejudice to our right to compensation of costs, damage and interest.
8. The value date indicated by our bank is decisive and hence will be considered as the day of payment.
9. For deliveries within the Netherlands the invoice amounts can be increased by a prompt payment discount, which may be deducted if the payment reaches us within 8 (eight) days after the invoice date.

#### **Article 6 - Complaints**

1. We will only accept complaints if they have reached us – directly – within 8 (eight) days after delivery of the goods in question in writing (by registered letter) while carefully stating the nature and ground of the complaints.
2. After expiry of this period the customer will be deemed to have approved the delivered goods, respectively the invoice. We will then no longer accept any complaints.
3. The acceptance of complaints by us does not imply that we consider the complaints as being submitted in time.
4. Goods about which complaints are made must not have been processed, assembled or built in.
5. If we consider the complaint well-founded, we will exclusively take back or exchange the faulty goods, or give a price reduction, this exclusively at our discretion and without the customer being able to enforce any additional right to whatever compensation. We will only have this obligation if the customer proves that the defects already existed at the time of delivery.
6. Submitting a complaint does never release the customer from his payment obligations towards us, nor is the customer entitled to suspend his payment obligations.
7. Delivered goods can only be returned because of a complaint from the customer after our written permission and on our instruction and for our account. Return shipments to us contrary to the above are not allowed. If the above is not complied with, we will keep, or have others keep, the returned goods at the customer's disposal, this for the latter's account and risk. Neither does such a return shipment release the customer from any obligation to pay the goods delivered to him.

#### **Article 7 - Non-attributable breach of contract (force majeure)**

1. Interruptions in the business operations, including also fire, storm and water damage, whole or partial blocking of shipping, necessary reduction of the production, lack of suitable means of transport, flooding, adverse water level, strike, epidemic, machine defect, computer failure, lockout, factory sit-in, domestic disturbances, martial law, state of siege, mobilisation, state of war, impeding measures of any government, whichever that may be, including in any case import and export bans and the imposition of quotas, lack of raw materials, fuel or personnel, failure to supply or to supply in time by our suppliers and in general every cause or circumstance beyond our control or sphere of influence, because of which the customer can in reason no longer require performance of the agreement from us, will count for us as a non-attributable breach of contract and will give us the right either to suspend the delivery during the existence of the circumstances resulting in the non-attributable breach, or to dissolve the agreement in whole or in part by means of a written statement to that end, without the customer or third parties being able to base thereon any claims for damages or later delivery.

#### **Article 8 - Guarantee**

1. If and insofar as we provide a guarantee, it will only cover the delivery of new parts or replacement of the faulty goods, this at our discretion.
2. The guarantee will in any case not cover more than the invoice value of the delivered goods, to which the guarantee applies.
3. If it concerns a guarantee provided to us as intermediary by the manufacturer, this factory guarantee will also apply to the goods delivered by us.
4. The customer is obliged to inform his customers of the scope of the (factory) guarantee provided by us to him, as well as that they can never invoke a more comprehensive guarantee.

#### **Article 9 - Liability**

1. Any further liability than ensuing from the guarantee obligation, as referred to in Article 8, has been excluded with due regard to the provisions in this article, except for intent or deliberate recklessness on our part.
2. Our liability for direct or indirect damage or loss of whatever nature, including also consequential losses, that is the consequence of the failure to (properly) perform the agreement will be limited to at most the invoice value of the delivery, about which the complaint has been made as described in Article 6. All further claims of whatever nature and from whoever they originate are excluded irrespective of the cause by which the damage or loss has arisen, except for intent or deliberate recklessness on our part.
3. Merely by taking receipt of the delivered goods the customer will indemnify us against every liability towards third parties. The limitation of the liability referred to in the preceding paragraph and the indemnification obligation referred to in this article have also been agreed to apply for the benefit of employees and other auxiliary persons used by us in performing the agreement.

#### **Article 10 - Taking delivery**

1. The customer is obliged to take delivery of the sold goods within the time fixed for that purpose; if no period for taking delivery has been determined, delivery should be taken within 3 (three) months from the date of the order confirmation as referred to in Article 1, under 4.
2. If delivery of the goods has not been taken in time, the customer will receive a written warning and after 3 (three) work days from the dispatch of this warning he will be in default by the mere expiry of this term, without any notice of default being required. We have the right to dissolve the agreement for the not yet performed part without judicial intervention by means of a simple written notification, this without prejudice to all our rights to performance and/or damages and with due observance of the provisions in Article 2, under 8.

#### **Article 11 - Applicable law / competent court**

1. All agreements to be concluded by us, as well as our offers and the performance of concluded agreements will exclusively be governed by the laws of the Netherlands.
2. 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.
3. The applicability of the 1980 Vienna Sales Convention is excluded.

#### **Article 12 - Final stipulations**

1. When we, as the occasion arises, do not demand compliance with one or several of these terms and conditions, it cannot be concluded from this that we have waived compliance with the other terms and conditions, nor that we would not be entitled to demand strict compliance with all terms and conditions in the future.
2. If one or more provisions in these general terms and conditions are null and void, are annulled by the customer 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.
3. 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.

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