



## GENERAL CONDITIONS

### 1. Applicability

These general conditions shall apply to every legal relationship between A.C. de Jong en Zn. B.V. (hereinafter called: "supplier") and its other party (hereinafter called: "buyer");

Amendments of and additions to the legal relations shall only be binding if they have been explicitly confirmed by the supplier.

### 2. Offer and confirmation of sale

All offers shall be without engagement; If an offer constitutes an offer without engagement and it is accepted, the supplier shall be entitled to revoke the offer within two working days after receipt of the acceptance;

All promises made by employees, agents and/or other intermediaries shall only be binding on the supplier if the latter has confirmed the promise explicitly;

Colours, specifications, job descriptions, drawings and photographs and generally every statement concerning properties, weights and measures of articles shall be made as accurately as possible but shall not be binding;

A reasonable tolerance (reasonable with observance of the values considered acceptable in the branch in which the supplier is active) in connection with quantities, weights and measures shall not be a reason for the buyer to ask compensation or cancellation of the order;

If a sale is made on sample a slight deviation from the sample shall be permissible;

Weight and quality as applicable at the time that the goods leave the supplier's warehouse shall be decisive for the assessment of the supplier's performance.

### 3. Price

The supplier shall make a quotation on the basis of the prices, rates, conditions, levies, etc. applicable at the time of offer;

Unless stated otherwise the supplier shall make a quotation: ex supplier's warehouse, exclusive of VAT ("BTW"), import duties, other taxes, levies or fees, exclusive of the cost of packing, exclusive of the cost of loading and unloading and exclusive of transport and insurance;

Any change in the cost price applicable to the supplier as a result of introduction or amendment of prescriptions and/or measures of government or other authorised bodies or as a result of currency fluctuations shall be passed on by the supplier, in so far as this introduction or amendment could not be known to the supplier in reason at the time when the agreement was concluded.

### 4. Time of delivery

The supplier undertakes the obligation to observe the time of delivery as accurately as possible. Nevertheless the time of delivery stated can never be considered a fatal period, unless explicitly agreed otherwise;

If the time of delivery stated is transgressed the buyer must hold the supplier in default in writing and give the supplier a reasonable period to fulfil its obligations.

#### 5. Delivery

Delivery shall be ex supplier's warehouse, unless explicitly agreed otherwise;

The transport ex warehouse, if handled by the supplier, shall be done at the expense and risk of the buyer; any expenses of clearing at the border shall be for account of the buyer;

The buyer must take off the goods immediately after they have been made available. If a buyer fails to do so, the risk shall pass to the buyer any way;

The supplier shall be entitled to suspend the delivery of goods as long as the buyer has not met its obligations from this or previous agreements;

If delivery of an order is carried out in instalments, each delivery shall be considered a separate transaction.

#### 6. Complaints

Short deliveries and externally damaged goods and/or packing must be stated clearly in the transport document or delivery note to be signed on receipt;

The buyer must bring a complaint to the notice of the supplier at the latest within 8 working days after receipt of the goods. If the buyer does not submit a complaint within this period its right to replacement or crediting shall expire;

In the event of a complaint the buyer shall be obliged to keep the goods and/or parcel that it is complaining about at the supplier's disposal;

Moreover the buyer shall be obliged to grant its cooperation to any investigation by the supplier;

If a complaint is rightly made, the supplier shall be entitled either to fetch back and to replace the goods supplied or to send the buyer a credit note for the relevant invoice amount upon return of the goods. Any other claim shall be excluded;

If after delivery the goods are altered in nature and/or composition, damaged in full or in part or repacked every right of the buyer shall be cancelled, especially to replacement or credit;

A complaint only relating to part of the goods supplied shall not entitle the buyer not to meet all its obligations to the supplier.

#### 7. Reservation of ownership

All goods supplied by the supplier shall remain the supplier's property until full payment of all the claims of the supplier on the strength of contractual deliveries, corresponding operations and of fines, interests and expenses resulting from the agreements on which they are based;

The buyer can resell and process the goods as part of its normal conduct of business, but not pledge or otherwise use them as security for rights of third parties;

The supplier shall be entitled to take back the goods that are still in the possession of the buyer, as soon as the buyer is in default or in the event of bankruptcy or an official moratorium of the buyer;

As soon as the buyer is in default, is declared bankrupt or he is granted an official moratorium, all the claims of the supplier shall be due and the buyer shall no longer be entitled to sell or process the goods and must keep them at the supplier's disposal.

## 8. Cancellation

In principle cancellation of an order shall not be possible;

If the buyer should nevertheless cancel the order, the buyer shall be obliged to pay any expenses and currency losses resulting from the cancellation if in connection with the order the supplier concluded a currency agreement with a bank or another third party;

Goods made to measure, processes or packed especially for the buyer shall not be taken back and credited by the supplier.

## 9. Payment

Unless explicitly agreed otherwise payment is to be made into a bank or giro account designated by the supplier; Payment is to be made within thirty days after invoice date, without any set-off;

Nevertheless the supplier shall reserve the right, if it considers this desirable for any reason whatever, to desire immediate payment in cash, or any form of security like a bank guarantee and the like;

If the buyer does not pay in time, it shall be in default without notice of default and owe interest at the rate of 1,5% per month, part of a month being counted as a full month, from the commencement of the default;

Furthermore, as soon as it fails to fulfil any obligations, the buyer shall owe extra judicial collecting expenses if and as soon as the supplier calls in a third party for recovery of its claim;

The extra judicial collecting expenses shall be fixed at amounts or percentages calculated on the strength of the collecting rate of the Dutch Bar;

Payment by the buyer shall be allocated in the first place to the oldest principal sum outstanding, subsequently to the oldest interest and finally to the oldest expenses.

## 10. Liability

The supplier shall not be liable for any damage, especially consequential loss, loss of profit and/or injury suffered by the buyer and its assistants, such as employees and/or third parties, as a direct or indirect result of defects in goods, packing materials, means of transport, instruments and the like supplied by it, or suffered owing to activities of its employees or its assistants called in (not including wilfulness and gross negligence by assistants in managerial positions), without prejudice to third-party liability in respect of defective products (product liability);

If and in so far as with observance of the above the supplier can nevertheless be held liable for any damage, this liability shall be limited to the amount equal to the net invoice value of the relevant goods or - if this amount is higher - the amount that the supplier itself can recover from its ancillary suppliers or insurers.

## 11. Force majeure

The supplier shall not be liable for damage as a result of a shortcoming that cannot be blamed on it. A shortcoming cannot be blamed on the supplier if it cannot be imputed to the supplier and is not for the supplier's account in any other way.

At any rate the supplier shall not be liable for: a strike in its enterprise, delays by its suppliers, fire, water damage, exceptional weather conditions, nature disasters, war and threat of war, terrorist attacks, insurrection, occupation, mobilisation and other war measures, government measures, work-to-rule actions, defects to machines or installations, impediments or rationing in the supply of raw and auxiliary materials, energy services, transport and import and export and in general every circumstance of which the supplier has no real control irrespective whether this circumstance could be foreseen;

If it is a matter of force majeure the supplier shall be entitled to cancel the order, to ration goods or to suspend the obligations resulting from it, as long as this force majeure situation continues including a

reasonable transition period after the force majeure situation; If circumstance that produce force majeure for one of the parties should last for more than three months, the other party shall be entitled to rescind the agreement for the future.

#### 12. Rescission

If the buyer fails to fulfil its obligations to the supplier, if it is declared bankrupt or files a petition for an official moratorium, if it proceeds to liquidation of its enterprise, or its moneys and/or goods are attached the supplier shall be entitled to rescind the agreement.

#### 13. Applicable law

All agreements between the supplier and the buyer shall be governed by Dutch law. The provisions of the Vienna Convention of 11th April 1980 (Tractatenblad 1981, 84, 1986, 61) shall be excluded.

#### 14. Conflicts

All conflicts (including those that are only regarded as such by one of the parties) that should arise in connection with the agreement or further agreements resulting there from shall be submitted, to the exclusion of the ordinary court, to the opinion of arbitrators, appointed and giving their wards in accordance with the rules of the Dutch Arbitration Institute ("Nederlandse Arbitrage Instituut") of Rotterdam;

Nevertheless the supplier shall be entitled to bring before the ordinary court a claim of less than €100.000,00.