



GENERAL TERMS AND CONDITIONS OF DELIVERY

Deposited with the Chamber of Trade and Industry Rotterdam under number 63832607

Of: BBS Industrie B.V.
Chamber of Trade and Industry no. : 63832607
Chamber of Trade and Industry: Rotterdam

Hereinafter referred to as: User

Article 1 Definitions

1. In these General Terms and Conditions, the terms below are used with the following specified meaning, unless expressly stated otherwise:

User: the user of the General Terms and Conditions;

Purchaser: the counterparty to the User, acting in the exercise of a profession or business;

Agreement: the agreement between the User and Purchaser.

Article 2 General

1. The provisions of these General Terms and Conditions apply to any offer and any agreement between the User and the Purchaser to which the User has declared these Terms and Conditions applicable, in as much as these Terms and Conditions have not been expressly deviated from, in writing, by the parties.

2. Present Terms and Conditions also apply to all Agreements with the User in the implementation of which third parties are (necessarily) involved.

3. The general terms and conditions of the Purchaser shall only apply if it is expressly agreed in writing that said terms and conditions are applicable to the Agreement, to the exclusion of these Terms and Conditions. In that case, any still contradictory provisions in the general terms and conditions of the User and Purchaser shall only apply between the parties if and in as much they form part of the Terms and Conditions of the User.

4. If one more provisions of the General Terms and Conditions is or is declared null and void, the remaining provisions of these General Terms and Conditions shall remain fully applicable. In that case, the User and Purchaser will consult with one another to agree on new provisions to replace the null and void or nullified provisions whereby if and in as much as possible the aim and intention of the original provision shall be taken into account. (See also: Article-by-article explanation sub 1).

Article 3 Offers and quotations

1. All offers are non-binding unless a period for acceptance is specified in the offer.

2. Any quotations issued by the User are non-binding; they shall remain applicable for a period of thirty days unless otherwise indicated. The User is only bound by the quotations if acceptance thereof is confirmed in writing by the Purchaser, within thirty days.



3. Delivery times in quotations from the User are indicative and if exceeded shall not grant the Purchaser any right to dissolution or compensation, unless otherwise expressly agreed.
4. The prices in the offers and quotations referred to are excluding VAT and other government charges and any postage and transport and packaging costs, unless expressly specified otherwise.
5. If acceptance deviates (in respect of less important points) from the offer contained in the quotation, the User is not bound thereby. The Agreement shall then not be established in accordance with this deviated acceptance, unless otherwise specified by the User.
6. A compiled price indication shall not oblige the User to deliver part of the goods contained in the offer or quotation at the price indicated in the appropriate section of the price quotation.
7. Offers or quotations shall not automatically apply to follow-up orders. (See also: Article-by-article explanation sub 2).

Article 4 Implementation of the Agreement

1. The User will implement the Agreement to the best of his knowledge and ability, in accordance with the requirements of good craftsmanship, all in accordance with the state of the art, as applicable at that moment.
2. If and in as much as required for correct implementation of the Agreement, the User shall be entitled to have certain work undertaken by third parties.
3. The Purchaser shall ensure that all information which the User designates as being necessary, or which the Purchaser should reasonably understand as being necessary for the implementation of the Agreement shall be issued to the User, in good time. If the information necessary for execution of the Agreement is not issued to the User in good time, the User shall be entitled to suspend implementation of the Agreement and/or to charge the additional costs arising from the delay to the Purchaser, according to the standard rates.
4. The User is not liable for losses of any kind whatsoever caused by the fact that the User assumes incorrect and/or incomplete information issued by the Purchaser, unless the User should have been aware of the incorrectness or incompleteness of that information.
5. If it is agreed that the Agreement will be implemented in phases, the User can suspend implementation of those parts that belong to a subsequent phase until the Purchaser has issued written approval of the results of the preceding phase.
6. If work is undertaken by the User or by third parties called in by the User in the framework of the assignment, at the location of the Purchaser or at a location specified by the Purchaser, the Purchaser will be responsible for providing any facilities reasonably required by those employees, free of charge.
7. The Purchaser shall indemnify the User against any claims from third parties who suffer any losses attributable to the Purchaser, in connection with the implementation of the Agreement. (See also: Article-by-article explanation sub 3).



Article 5 Delivery

1. Delivery shall take place ex-factory/warehouse of the User.
2. If delivery is made on the basis of 'Incoterms', the Incoterms valid at the moment of entering into the Agreement shall be applicable.
3. The Purchaser is required to accept the goods at the moment that the User delivers them or has them delivered to the User, or at the moment on which those goods are made available to the Purchaser, in accordance with the Agreement.
4. If the Purchaser refuses acceptance or is negligent in issuing information or instructions necessary for delivery, the User shall be entitled to store the goods for the account and risk of the Purchaser.
5. If the goods are delivered, the User is entitled to charge any delivery costs. These costs will then be invoiced separately.
6. If the User requires information from the Purchaser in the framework of implementation of the Agreement, the delivery time shall commence after the Purchaser has made that information available to the User.
7. If the User has specified a term for delivery, this shall be indicative. Under no circumstances shall a specified delivery time be considered a deadline. If a delivery term is exceeded, the Purchaser must issue the User with a written notice of default.
8. The User is authorised to deliver the goods in parts, unless deviated from in the Agreement or if the part delivery represents no independent value. The User is authorised to invoice any goods delivered in this manner, separately.
9. If it is agreed that the Agreement will be implemented in phases, the User can suspend implementation of those parts that belong to a subsequent phase until the Purchaser has issued written approval of the results of the preceding phase.

Article 6 Samples and models

1. If a sample or model has been shown or issued to the Purchaser, it shall be considered as having been issued by way of indication, without the good being required to comply with that model or sample, unless it is expressly agreed that the good will comply with the sample or model.
2. In the event of Agreements concerning an immovable property, any notification of the surface area or other dimensions and designations shall also be assumed as being intended by way of indication, without the property being required to comply with that indication.

Article 7 Examination, complaints

1. The Purchaser is required to examine the delivered goods (or have them examined) at the moment of delivery, or under all circumstances within the shortest possible time thereafter. The Purchaser must examine whether the quality and quantity of the delivered goods complies with the Agreement, or at least complies with the requirements applicable in normal (trading) practice.
2. Any visible defects or shortcomings must have been notified to the User, in writing, within three days following delivery. Invisible defects or shortcomings must have been reported within three weeks following their discovery but at the latest within 12 months following delivery.



3. If a complaint is issued in time, in accordance with the paragraphs above, the Purchaser is still required to accept and pay for the purchased goods. If the Purchaser wishes to return defective goods, this shall take place subject to prior written permission from the User, in the manner specified by the User. (See also: Article-by-article explanation sub 4).

Article 8 Payments, price and costs

1. If the User has agreed a fixed sales price with the Purchaser, the User is nonetheless authorised to increase the price.

2. The User may charge on other price rises if significant price changes have occurred between the moment of offer and implementation of the Agreement, that relates to for example exchange rates, wages, raw materials, semi-manufactured goods and packaging material.

3. The prices employed by the User are excluding VAT and any other charges, and any costs incurred in the framework of the Agreement, including transport and administration costs, unless otherwise indicated. (See also: Article-by-article explanation sub 5).

Article 9 Alterations to the Agreement

1. If during the implementation of the Agreement it emerges that to ensure correct implementation, it is necessary to alter and/or add to the work to be carried out, the parties will duly alter the Agreement, in good time, following mutual consultation.

2. If the parties agree that the Agreement should be altered and/or added to, this may influence the moment of completion of implementation. The User will duly inform the Purchaser, as quickly as possible.

3. If the alteration and/or addition the Agreement has financial and/or quality consequences, the User will duly notify the Purchaser, in advance.

4. If a fixed rate has been agreed upon, the User will thereby indicate to what extent the alteration or addition to the Agreement will result in the exceeding of this fixed rate.

5. Contrary to the provisions on this question, the User will not be able to charge any additional costs if the alteration or addition is the consequence of circumstances attributable to the User.

Article 10 Payment

1. Payment must be made within 30 days following invoice date in the manner to be specified by the User, in the currency of the invoice. Any objections to the invoice amount shall not suspend the payment obligation.

2. If the Purchaser remains in default of payment within the period of 30 days, the Purchaser shall ipso jure be considered in default. In that situation, the Purchaser shall owe interest in the amount of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. Interest on the demandable amount will be calculated from the moment at which the Purchaser is in default, up to the moment of settlement of the full amount.

3. In the event of winding up, bankruptcy, seizure or moratorium of the Purchaser, the claims of the User against the Purchaser shall become immediately demandable.



4. The User is entitled to apply any payments made by the Purchaser firstly in defrayment of any costs, subsequently of any outstanding interest and finally of the principal amount and current interest. The User may reject an offer for payment, without finding itself in default, if the Purchaser specifies another order for allocation of payment. The User can refuse full settlement of the principal amount if that payment does not also settle outstanding and current interest and costs.

5. The User has the option of applying a prompt payment charge of 2%. This charge is not payable in the event of payment within 7 days following invoice date. (See also: Article-by-article explanation sub 6).

Article 11 Reservation of ownership

1. All goods supplied by the User, including any designs, sketches, drawings, films, software, (electronic) files, etc. shall remain the property of the User until the Purchaser has fulfilled all the obligations arising from agreements entered into with the User.

2. The Purchaser is not authorised to pledge or in any other way encumber goods subject to reservation of ownership.

3. If third parties seize the goods supplied subject to reservation of ownership, or wish to attach rights to those goods, the Purchaser is required to duly inform the User as soon as can be reasonably expected.

4. The Purchaser undertakes to insure the goods supplied subject to reservation of ownership and to keep them insured against fire, explosion and water damage and against theft, and to present the relevant insurance policy for examination, on request.

5. Goods supplied by the User which are subject to reservation of ownership in accordance with the provision of point 1 of this article may only be sold on in the framework of normal business practice, and may under no circumstances be used as a means of payment.

6. In the event that the User wishes to exercise the ownership rights outlined in this article, the Purchaser hereby grants unconditional and irrevocable authority to the User or to third parties appointed by the User to enter those locations where the property of the User is stored, and to take back those goods.

Article 12 Warranty

1. The User guarantees that the goods to be delivered comply with the requirements and standards that can in normal circumstances be imposed on the goods, and that they are free from any defects.

2. The warranty referred to sub 1. shall also apply if the goods to be delivered are intended for use abroad, and the Purchaser expressly informs the User in writing of this intended use at the moment of entering into the Agreement.

3. The warranty referred to sub 1. shall apply for a period of 12 months following delivery.

4. If the goods to be delivered do not comply with these warranties, at the discretion of the User, the User will replace the goods within a reasonable period following receipt thereof or, if return is not reasonably possible, ensure their repair, following written notice of the defective nature of the goods, from the Purchaser. In the event of replacement, the Purchaser hereby undertakes to return the replaced goods to the User and to surrender ownership of the goods to the User.



5. The warranty referred to hereinabove shall not apply if the defect is the result of inexpert or incorrect use or if, without prior written permission from the User, the Purchaser or third parties have made alterations or attempted to make alterations to the goods, or have used the goods for purposes for which they are not intended.

6. If the warranty issued by the User relates to goods which were produced by a third party, the warranty shall be restricted to the warranty issued by the producer of the goods. (See also: Article-by-article explanation sub 7).

Article 13 Collection costs

1. If the Purchaser is in default or fails to comply with one or more of its obligations, all reasonable costs for obtaining extrajudicial satisfaction shall be for the account of the Purchaser. If the Purchaser remains in default in settling a monetary payment in good time, the Purchaser shall owe an immediately demandable penalty of 15% on the amount still payable, with a minimum of € 50.

2. If the User has incurred higher costs, which costs were reasonably necessary, these too shall be eligible for compensation.

3. Any reasonably incurred judicial and execution costs shall also be for the account of the Purchaser.

4. The Purchaser shall owe interest on the incurred collection costs. (See also: Article-by-article explanation sub 8).

Article 14 Suspension and dissolution

1. The User is authorised to suspend compliance with the obligations or to dissolve the Agreement if:

- the Purchaser fails or fails fully to comply with the obligations from the Agreement.

- after entering into the Agreement, circumstances come to the notice of the User which offer solid grounds to fear that the Purchaser will not fulfil its obligations. If there are solid grounds to fear that the Purchaser will only partially comply, or not correctly comply, suspension shall only be permissible in as much as justified by the shortcoming.

- Upon entering into the Agreement, the Purchaser was requested to stand surety for fulfilment of its obligations from the Agreement, and said surety remained unpaid or is insufficient. As soon as surety is stood, the right to suspension shall expire, unless compliance was unreasonably delayed, as a consequence.

2. The User is also authorised to suspend the Agreement (or have it suspended) if circumstances arise of such a nature that compliance with the Agreement cannot possibly or cannot reasonably or fairly be demanded, or if other circumstances arise of such a nature that the unaltered upholding of the Agreement cannot reasonably be expected.

3. If the Agreement is dissolved, the claims of the User against the Purchaser shall become immediately demandable. If the User suspends compliance with its obligations, the User shall nonetheless retain its claims according to law and the Agreement.

4. The User at all times retains the right to demand compensation.



Article 15 Return of goods made available

1. If the User has made goods available to the Purchaser for implementation of the Agreement, the Purchaser is required to return the thus delivered goods within 14 days, in their original condition, complete and free from defects. If the Purchaser fails to comply with this obligation, all resultant costs shall be for its account.

2. If for whatever reason, following receipt of a reminder, the Purchaser still remains in default in respect of the obligation sub 1., the User shall be entitled to collect from the Purchaser all resultant damages and costs, including the costs of replacement.

Article 16 Liability

1. If the goods supplied by the User are defective, the liability of the User in respect of the Purchaser shall be limited to the provisions contained in these Terms and Conditions under the heading 'Warranties'.

2. If the User is liable for direct losses, that liability shall be restricted to not more than twice the invoice amount or at least for that part of the Agreement to which the liability relates. Liability shall at all times be restricted to not more than the amount payable by the User's insurer, as the case arises.

3. Direct losses shall exclusively be taken to mean:

- the reasonable costs for determining the cause and scale of the losses, in as much as the determination relates to the losses as intended in these Terms and Conditions;
- any reasonable costs incurred for ensuring that the defective performance by the User complies with the Agreement, unless the defect can be attributed to the User;
- reasonable costs incurred in preventing or limiting losses, in as much as the Purchaser demonstrates that these costs have led to a limitation of the direct losses as intended in these General Terms and Conditions;

4. Under no circumstances shall the User be liable for indirect losses, including consequential losses, loss of profit, lost savings or losses due to business interruption;

5. The limitations on liability contained in these Terms and Conditions for direct losses shall not apply if the losses are attributable to deliberate action or gross negligence on the part of the User or its subordinates. (See also: Article-by-article explanation sub 9).

Article 17 Transfer of risk

1. The risk of loss of or damage to the products that are the object of the Agreement shall be transferred to the Purchaser at the moment on which those products are legally and/or physically delivered to the Purchaser, and as a consequence are placed under the power of the Purchaser or of third parties to be designated by the Purchaser. (See also: Article-by-article explanation sub 10).



Article 18 Force majeure

1. The parties are not required to comply with any obligation if prevented from so doing as a consequence of a circumstance that cannot be attributed to their fault, and cannot be placed at their account either in accordance with the law, a legal action or generally accepted practice.
2. In these General Terms and Conditions, in addition to that which is referred to as force majeure in jurisprudence, force majeure shall be taken to mean all external causes, foreseen or unforeseen, over which the User can exercise no influence but as a consequence of which the User is not in a position to fulfil its obligations. This shall include strikes in the company of the User.
3. The User shall also be entitled to appeal to force majeure if the circumstance which prevents (further) compliance occurs after the User should have fulfilled its undertaking.
4. During the period of force majeure, the parties may suspend the obligations from the Agreement. If this period lasts longer than two months, each of the parties shall be entitled to dissolve the Agreement, without obligation to pay any compensation to the other party.
5. In as much as the User has already partially fulfilled its obligations or will fulfil its obligations arising from the Agreement at the moment of occurrence of force majeure, if an independent value can be attributed to the part of the obligation complied with or to be complied with, the User shall be entitled to invoice the already complied with or still to be complied with part separately. The Purchaser is obliged to pay this invoice as if it were a separate agreement. (See also: Article-by-article explanation sub 11).

Article 19 Indemnification

1. The Purchaser indemnifies the User against claims from third parties in respect of intellectual property rights to materials or data supplied by the Purchaser, that are used in implementation of the Agreement.
2. If the Purchaser issues information carriers, electronic files or software, etc. to the User, the Purchaser shall guarantee that the information carriers, electronic files or software are free from viruses and defects.

Article 20 Intellectual property rights and copyrights

1. Without prejudice to the provisions elsewhere in these General Terms and Conditions, the User shall reserve the rights and authorities accruing to the User on the basis of the Copyright Act.
2. The Purchaser is not permitted to make changes to the goods, unless as a consequence of the nature of the delivered goods or unless otherwise agreed in writing.
3. Any design sketches, drawings, films, software or other materials or (electronic files) created by the User in the framework of the Agreement shall remain the property of the User, irrespective of whether they are provided to the Purchaser or to third parties, unless otherwise agreed.
4. All documents such as designs, sketches, drawings, films, software, (electronic) files, etc. issued by the User shall be exclusively intended for use by the Purchaser, and may not be reproduced, published or passed on to third parties by the Purchaser, without prior permission from the User, unless as a consequence of the nature of the documents issued.



5. The User reserves the right to make use of any additional knowledge accrued as a consequence of implementation of the work, for other purposes, in as much as no confidential information is made available to third parties, as a consequence.

Article 21 Confidentiality

1. Both parties are required to maintain secrecy in respect of all confidential information they obtain from one another or from any other source, in the framework of their Agreement. Information shall be considered confidential if duly notified as such or if it may be assumed given the nature of the information.

2. If on the basis of a statutory provision or a judicial decision the User is required to pass on confidential information to third parties specified by the law or the competent court, and in this matter the User is not able to appeal to any privilege approved or permitted by law or by a competent court, the User shall not be required to pay any compensation or indemnification, and the counterparty shall not be entitled to suspend the Agreement on the basis of any loss brought about as a consequence.

Article 22 Non-acquisition of personnel

1. During the term of the Agreement and for a period of one year following termination thereof, the Purchaser shall under no circumstances take into his service or otherwise directly or indirectly set to work on his behalf any employees of the User or of companies called upon by the User in implementation of this Agreement, and who are (were) involved in the implementation of the Agreement, without prior business consultation with the User.

Article 23 Disputes

1. The courts in the establishment location of the User shall be exclusively competent to hear disputes, unless the district court is competent. Nonetheless, the User shall be entitled to submit the dispute to the court competent according to the law.

2. The parties shall only submit an appeal to the court after they have made every possible effort to settle the dispute in mutual consultation. (See also: Article-by-article explanation sub 12).

Article 24 Applicable law

1. All Agreements between the User and the Purchaser shall be subject to Dutch law. The Vienna Sales Convention is expressly excluded.

Article 25 Revision, interpretation and location of the Terms and Conditions

1. These Terms and Conditions are deposited at the offices of the Chamber of Trade and Industry in Rotterdam.

2. As concerns the interpretation of the content and intention of these General Terms and Conditions, the Dutch text shall at all times be decisive.

3. The most recently deposited version or the version applicable at the moment of establishment of the Agreement shall be applicable, at all times.