

## **General terms of delivery and payment of De Veer Plating Supplies at 's-Hertogenbosch**

### **Article I – GENERAL**

These General Terms and Conditions for delivery and payment are applicable by exclusion to all offers issued by and agreements concluded by De Veer Plating Supplies, hereinafter DeVeerPS, to the delivery of goods, the execution of activities and all other legal relations between DeVeerPS and its counterparties. Deviations thereof must be agreed explicitly in writing. References by the counterparty to its own purchase, tender or other terms and conditions do not bind DeVeerPS. The applicability of terms and conditions possibly used by the counterparty is explicitly rejected.

1. An agreement which is concluded with DeVeerPS remains, in case of the not being legally valid of one or more stipulations thereof or of these General Terms and Conditions for delivery and payment, in force without reservation for the remainder.

### **Article II - OFFERS**

1. All special offers of DeVeerPS are non-binding and are to be regarded as accepted after confirmation in writing by DeVeerPS. If not stated differently, special offers of DeVeerPS lose their validity in any case after 3 months.

2. In deviation of the stipulation in article 6:225 section 2 Dutch Civil Code an acceptance deviating from the (special) offer of DeVeerPS by the counterparty does not bind DeVeerPS. The agreement is in that case concluded in accordance with the (special) offer of DeVeerPS, unless the counterparty within 8 days after the date of the confirmation in writing has made its possible objections against it known in writing.

3. Statements in drawings, folders etc. serve only for global designation and are not binding, unless stated explicitly differently in a document signed by DeVeerPS.

4. Drawings, folders etc., concerning an offer are deemed to form part of this offer and remain the property of DeVeerPS. They may never be copied, shown or handed over to third parties, published or used without explicit permission in writing and must be returned upon request of DeVeerPS to it immediately.

### **Article III - TIME AND PLACE OF DELIVERY; RISK TRANSFER**

1. Delivery times are only stated by estimation and can never be regarded as a fatal term. Exceeding thereof never gives the counterparty a right to compensation of damages or dissolution.

2. The delivery time will be extended with the time during which the counterparty remain in default with the compliance with any payment obligation or any other obligation from the agreement. If DeVeerPS as a consequence hereof incurs damage, then the counterparty is obliged to compensate that damage to DeVeerPS.

3. The delivery takes place, unless determined differently, at the seat of business of DeVeerPS. If delivery or expedition to the seat of the counterparty is agreed, then the costs thereof will be for the account of the latter, unless there is an instance of consumer purchase ex article 7:5 Dutch Civil Code.

4. The risk of the goods to be delivered is transferred to the counterparty on the moment on which the goods leave the warehouse of DeVeerPS.

### **Article IV - APPROVAL**

1. If the counterparty has made no remark no later than eight days after receipt of the invoice upon the calculated price, then he is deemed to have approved it.

### **Article V - PRICES**

1. Insofar not agreed explicitly differently, the prices of DeVeerPS are always ex warehouse, workshop or factory, exclusive of VAT, costs of packaging, wrapping and transport. The prices are non-binding regarding possible after orders and/or subcommands

2. For orders with an invoice value equal to or lower than € 100.00 (exclusive of BTW) € 25.00 for administration costs will be charged to the counterparty.

### **Article VI - PAYMENT CONDITIONS**

1. Payment needs to take place, if not agreed differently, within 30 days after the date of the invoice, without right on discount or compensation.

2. The claim to payment of the purchase price is immediately payable upon demand, when the counterparty is declared to be in a state of bankruptcy, files for suspension of payment, a request to put him under supervisor ship has been filed, any part of his goods or claims has been seized, as well as if custody over (a part of) his wealth has been vested, or the counterparty, if this is a partnership or a private limited liability company, is in a state of liquidation, is dissolved or gets another partner.

3. When payment of a sent invoice has not taken place within 30 days after the date of the invoice, then DeVeerPS is authorised to charge to the counterparty a fee because of loss of interest in the order of 1 % per month – to be counted from the date of the invoice - over the total amount of the invoice, whereby each part of the month will be calculated as a full month.

4. DeVeerPS is furthermore authorised to claim outside the principal and interest from the counterparty all reasonable collection costs, that are caused by non- payment, both in-court and out-of-court. The out-of-court collection costs, which are due by the counterparty, are estimated at 15% of the principal amount, with a minimum of € 250.00, to be increased with the turnover tax.

5. Possible crediting can only be granted by the board and signatory of DeVeerPS.

### **Article VII - RETENTION OF PROPERTY**

1. For as long as the counterparty has executed no full payment concerning any agreement to delivery of goods or to the execution of services, as well as if he remains in default to comply with any other obligation from an agreement, the already delivered goods remain the property of DeVeerPS. For as long as the retention of property is in place, it is therefore forbidden for the counterparty to rent out, exchange, loan or put under lien, or give in consignment the concerned goods, other than in the normal execution of his enterprise, or to remove them or let them be removed from the space where they are located.

2. If the counterparty does not comply with any obligation from his agreement with DeVeerPS, as well as in case of bankruptcy, suspension of payment, liquidation or transfer in whole or in part of the company or the enterprise of the counterparty, then he is

deemed to be in default by law and DeVeerPS is authorised without any notification of default or summons to repossess the goods wherever they may be located.

3. The counterparty shall notify every third party that wishes to place an attachment on the goods, with regard to which a retention of property applies, or the curator in its suspension of payment respectively in its bankruptcy without delay, with a copy to DeVeerPS that DeVeerPS is the owner of those goods.

4. Before or during the execution of the agreement DeVeerPS is, if it has good grounds to fear that the counterparty shall not, or at least not timely be able to comply with his payment obligations towards it, authorised to suspend the compliance with its obligations, until the counterparty has presented thereto sufficient surety within a reasonable term set thereto by DeVeerPS. If the counterparty remains in default with such surety, then DeVeerPS has the right to dissolve the agreement.

#### Article VIII - DISSOLUTION OF THE AGREEMENT

1. If the counterparty after summons remains in default with taking off the goods purchased by it and/or with the letting be executed of the activities commissioned by it, and furthermore if the counterparty cancels the commission unilaterally, then the counterparty is liable to pay to DeVeerPS a contractual fine in the order of 15% of the amount of the invoice. When yet no invoice has been sent, then the contractual fine is 15 % of the value stated in the order confirmation. The aforementioned contractual fine stipulation does not affect the obligation to payment of full replacing or additional compensation of damages among others because of loss of profits, advisory and other costs, which are caused by the shortcoming of the counterparty. The due contractual fine explicitly does not come in the place of the obligation to payment of compensation of damages.

#### Article IX - WARRANTY AND SERVICE-SUPPORT

1. The warranty on goods delivered by DeVeerPS delivered for defects that are caused by manufacturing and/or materials errors is valid during a period 12 months after the delivery ex-factory by DeVeerPS. After expiry of this term any warranty becomes void. DeVeerPS is not liable and offers no warranty for defects that are not caused by manufacturing and/or material errors. Each warrant becomes forfeit if the defect is not reported in writing to DeVeerPS within 14 days after discovery, albeit after it could reasonably have been discovered, accompanied by a precise description of the complaint as well as the work conditions.

2. The warranty consists of replacement or repair of the defect product or parts thereof, such at the discretion of DeVeerPS. All other costs that must be made in connection with the replacement or repair, such as freight costs, import duties, will be for the account of the counterparty. Products which are sent in connection with a warranty claim to DeVeerPS, must be sent clean and free of chemical residue and free of charge. Replacement or repair is executed in accordance with the directions of DeVeerPS and in the manner that it deems fit. Replacement or repair shall solely be executed after permission in writing of DeVeerPS.

3. Each warranty or liability of DeVeerPS becomes void, if the aforementioned conditions are not complied with.

4. Warranty claims are furthermore excluded in any case if:

- a) the products are used for an application not accepted in writing by DeVeerPS or have been modified;
- b) the products have been used incorrectly or inexpertly, have been maintained insufficiently or the damage or the defect is the consequence of normal wear and tear;
- c) the counterparty does not comply with any obligation (financially or otherwise) towards DeVeerPS deriving from whichever agreement;

5. Defects in a part of the delivered do not give the counterparty the right to disapprove of the entire delivered party.

#### Article X - LIABILITY

1. The liability of DeVeerPS on the basis of the agreement for delivered goods concluded with it, is explicitly limited to the compliance with the warranty obligation described in article IX.

2. Each liability regarding enterprise damage or other indirect damage, personal accidents and/or damage to third parties is excluded.

3. DeVeerPS is not liable for costs and damage that might emerge as a direct or indirect consequence of:

- a) Wilful intent or gross negligence of personnel and third parties of which DeVeerPS makes use;
- b) A defect in the delivered goods, if it on the basis of the scientific and technical knowledge at the time on which DeVeerPS introduced the goods into traffic, it was reasonably not possible to discover the existence of the defect;
- c) Violation of patents, license or other rights of third parties as a consequence of use of, by or because of data provided by or on behalf of the counterparty.

4. The counterparty safeguards DeVeerPS from claims of third parties, emerged in connection to goods delivered by DeVeerPS to the counterparty.

#### Article XI - DOMICILE, DISPUTES AND APPLICABLE LAW

1. For the execution of the agreement between DeVeerPS and the counterparty both parties declare to choose domicile in the place where DeVeerPS has its seat of business.

2. All legal claims deriving from agreements to which these General Terms and Conditions are applicable, shall be submitted on the basis of the so-called absolute competence to the court under which the seat of business of DeVeerPS resorts.

3. Solely the laws of the Netherlands apply to all legal relations between DeVeerPS and its counterparties. Applicability of the Vienna Purchase Treaty is excluded.