



General delivery and payment conditions of Schleifenbauer Products B.V.

Schleifenbauer Products B.V, Rietwaard 15, 5236 WC 's-Hertogenbosch (The Netherlands)

1. GENERAL

- 1.1. In all the contracts to which the present general conditions apply the seller is the private limited company Schleifenbauer Products B.V.
- 1.2. Where ever in these general conditions is mentioned the seller, the retailer(s) is (are) also included.

2. APPLICABILITY

- 2.1. The present general conditions shall apply to all the contracts, as well oral as in writing, between the seller and the buyer.
- 2.2. Where a difference of interpretation can arise out of the text of the translation, the original Dutch version shall prevail always.
- 2.3. Divergences of these general conditions shall apply only if and insofar agreed to in writing.
- 2.4. Whenever these general conditions will be changed in the meantime, it shall be the amended version to be applicable to all the contracts (partial or consequential) entered into between the seller and the buyer after the entry into force of the amendment.
- 2.5. If any provision of these general conditions might be null or void or be set aside, the item in question shall be governed by existing legal regulation and in the absence of mandatory law by reasonableness taking into consideration the present general conditions. In this situation all the other clauses will remain applicable.

3. FORMATION OF THE CONTRACT

- 3.1. All quotations on behalf of the seller shall be without compromise and do not oblige the seller to accept any order.
- 3.2. Orders and changes in therein will only be binding to the seller if the buyer has made an offer, either orally or in writing, and the seller has accepted the order explicitly orally or in writing.
- 3.3. If the seller at any moment might not be able to deliver on time or completely as a consequence of circumstances on which he has no or insufficient influence, he is entitled to suspend delivery until he will be able to deliver as agreed.

4. PRICES, PAYMENT AND RETENTION OF OWNERSHIP

- 4.1. Prices will be quoted in Euros, not including VAT and/or any other charge and without transport and delivery costs. Products will be delivered ex-works.
- 4.2. The seller is entitled at any time to change prices. Already ordered products with a delivery date within a period of 30 days after the price change, will be delivered at the price as agreed to at the moment of acceptance of the order by the seller.
- 4.3. The seller is authorised to adjust prices per item every six months based on the real purchases of the buyer and to adapt them to the prices per item applicable at a bigger or lesser amount of purchases.
- 4.4. Payment shall take place before or at the moment of delivery. In case parties have agreed that payment can be realised on invoice, then the term of payment as agreed between the parties shall apply. If there is no term of payment specified then a maximum period of 30 days from the date of the invoice applies. The buyer expressly renounces to his right to claim compensation or to levy a seizure on himself.
- 4.5. If the buyer does not pay the amount of the invoice within the specified period, he shall be in default without any special notice to be required and the buyer will be bound to pay an interest of 3% on top of the Dutch legal interest for commercial transactions.
- 4.6. In case of a collective order the buyers shall be jointly liable for the payment of the amount of the invoice.
- 4.7. If the buyer challenges the amount of the invoice, he has to notify his objections to the seller within 30 days from the date of invoice by certified letter, in the absence of which the invoice is supposed to be accepted as correct and undisputed. A challenge does not suspend the payment obligation of the buyer.

- 4.8. All recollection costs will be charged on the account of the buyer. These costs will be due as from the moment that the seller gives the recollection to a third party. The costs of recollection amount to at least 15% of the sum due with a minimum of € 150,00. The seller is always authorised to request the buyer to provide sufficient guarantees to meet his obligations or to ask for an advance payment or to suspend delivery or further deliveries until such guarantees are provided or the advance payment is realised. The buyer will not be entitled to any compensation if suspension as above mentioned occurs.
- 4.9. The seller shall be authorised to suspend all deliveries if the buyer is in default to comply with his payment obligation(s).
- 4.10. As long as the complete purchase price, (possible) interests and costs not have been paid the ownership of the delivered goods shall stay with the seller. The seller is entitled to registration of this retention of ownership and is authorised to take any legal measure in order to achieve security for himself.
- 4.11. If necessary the buyer shall provide full co-operation to the seller to ensure his rights out of the retention of ownership or to ensure guarantees to this end.

5. DELIVERY AND TRANSPORT

- 5.1. The seller will exert himself to deliver the goods on the settled date while handing out the order confirmation. Any delay in delivery shall never give the buyer the right to cancel the order. The seller shall never be liable for damages suffered in whatever way as a consequence of delayed delivery.
- 5.2. Delivery is considered to have taken place at the moment that the sold goods are handed over for transport by the seller.
- 5.3. All transport costs shall be borne by the buyer. If seller at any moment will be dunned for these costs, then the seller is entitled to charge these costs completely to the buyer eventually increased with administration costs.
- 5.4. From the moment that the seller has handed out the sold goods for transport, all risks including damages, delay and loss will be completely for the account of the buyer even if the seller made the transport arrangements and/or if the seller is dunned for the transport costs.
- 5.5. The buyer himself shall be responsible for contracting insurance against aforementioned risks from the moment that the risk has been passed on to the buyer. Possible claims with relation to these risks against the transporters shall be directed directly to the transporters or forwarding agent.

6. GUARANTEE AND LIMITATION OF LIABILITY

- 6.1. The seller guarantees that the delivered goods are free of material and production defects.
- 6.2. The functioning of the delivered goods is only guaranteed insofar as the buyer and the end-user uses the goods in conformity with the corresponding manual and the installation and security instructions.
- 6.3. The guarantee for mechanical and electronic parts is given for a period of 24 months, unless agreed otherwise in writing. The term of guarantee starts at delivery of the sold goods.
- 6.4. The buyer shall report possible defects with specifications in writing immediately. The guarantee is limited to reparation, adaptation or replacement of the defect parts at free discretion of the seller. Transport costs are borne by the buyer.
- 6.5. Replacement parts will be invoiced to the buyer, but will be credited to the buyer at the reception of the replaced defect parts within the guarantee period.
- 6.6. If the seller might not be able, at any given moment, to repair, adapt or change on time or completely, as a consequence of circumstances on which he has no or insufficient influence, he is entitled to suspend the reparation, adaptation or replacement until the moment that he will be able to execute them.

- 6.7. Any liability for indirect or consequential damages (including loss of data) as well as damages caused by (free) delivered (software) tools is expressly excluded.
- 6.8. The liability of the seller will always have as its maximum the amount to be paid up by the civil responsibility insurance company of the seller.
- 6.9. The seller is not liable for injuries, damages or loss as a consequence of the use of or the non- or bad functioning of the delivered goods.
- 6.10. Any responsibility for damages caused by action or omission of the buyer or of third parties is expressly excluded. All guarantees expire if the buyer or third parties, on their own initiative, repair(s) or make(s) adjustments to the delivered goods.
- 6.11. Any liability related to conflicts with local legislation of the delivered goods or of these general conditions or of any obligation related to these general conditions lies completely with the buyer.
- 6.12. Any guarantee other than that emphatically given above, shall be excluded expressly, in particular that for damages as a consequence of normal wear, not or incorrect executed maintenance, the use or maintenance different from that indicated in the corresponding manual, installation and security instructions and all other causes falling outside the sphere of influence of the seller. The buyer, acting as retailer, shall never accept more responsibilities than accepted by the seller in the present general conditions.
- 6.13. The buyer shall safeguard the seller against all liabilities towards third parties.

7. COMPLAINTS

- 7.1. The buyer shall inspect immediately on arrival the delivered goods and has to communicate in writing to the seller if the goods are not delivered in conformity with the order confirmation, within a period of 30 days after delivery. In case the buyer did not protest within the period of 30 days, delivery is supposed to have taken place completely and correctly and every possible claim of the buyer extinguishes, except the right to the regular guarantee.

8. TERMINATION

- 8.1. The seller and the buyer, being at the same time retailer, are always entitled to cancel a purchase contract or in a given case a contract at unity prices for indeterminate duration.
- 8.2. Cancellation has no effect on orders already placed for articles with a delivery date within a period of 30 days after cancellation.
- 8.2. Cancellation shall be in writing. After the termination the seller is entitled to adapt unity prices effective between seller and buyer retroactively and to bring them in accordance with the prices applicable to the real number of articles sold.
- 8.4. The buyer shall be bound to pay the final invoice made up with this afore mentioned price adaptation in full.

9. INDUSTRIAL PROPERTY AND PRIVACY

- 9.1. All industrial and intellectual property rights relative to the delivered goods are and will stay exclusively with the seller.
- 9.2. The buyer and the seller are bound to absolute secrecy re all the information concerning contracts existing between them.

10. APPLICABLE LAW

- 10.1. Dutch law shall apply exclusively to all the contracts between the seller and the buyer.
- 10.2. Disputes arising out of contracts between the seller and the buyer shall be decided by the competent Dutch judge in the district where the seller has his centre of activities, but only after the parties have tried to settle their disputes amicably.