

GENERAL

1. These terms and conditions apply to all quotations made by Indutrade BV and to all agreements concluded by Indutrade BV with customers or clients, hereinafter referred to as the opposing party, concerning the sale or otherwise making available of goods or the performance of services as well as to payments made to Indutrade BV. Any deviating stipulations will only bind Indutrade BV after they have been approved in writing and only for the agreements to which the approval refers.

2. Any reference by the opposing party to their own terms and conditions is not accepted by Indutrade BV, unless this has been agreed upon in writing for each case separately.

II QUOTATIONS

1. All quotations are valid for 20 days after the date of the quotation (including the day of sending and receiving the quotation), but are made entirely without obligation. If the offer contained in the quotation is accepted, Indutrade BV has the right to revoke the offer within 5 working days after receipt of the acceptance.

2. Oral and telephone agreements as well as promises from Indutrade BV employees are only binding on Indutrade BV if they have been confirmed by Indutrade.

3. Samples or specimens provided to the opposing party by Indutrade BV with or after the quotations are approximate indications. Information derived from this is only binding if expressly agreed.

III PRICES

1 The prices to be calculated by Indutrade BV are the prices stated in the price list applicable on the date of delivery, which is available on request from Indutrade BV. Indutrade BV reserves the right to change prices in the interim after the publication of a price list.

If the foregoing means a price increase compared to the prices already agreed, the opposing party is authorised to dissolve the agreement if the price increase takes place within three months after the conclusion of the agreement.

2. Insurance and freight costs, the costs of registered, COD and express shipments as well as the costs of more expensive packaging, crates, containers, baskets, bags, pallets, etc. will be charged by Indutrade BV. Packaging costs charged to the opposing party will be credited 100% after return carriage paid in good condition.

3. For deliveries of low value, Indutrade BV will charge freight costs as well as a cost surcharge in accordance with the surcharge rate applicable at the time the delivery is made.

4. For small orders or orders concerning quantities smaller than the standard packaging, countdown, administration and shipping costs are calculated, the latter insofar as they do not fall under the costs specified in paragraph 3.

5. For services performed by Indutrade BV, the agreed upon fee is binding. Any disbursements and other expenses will be charged in full to the opposing party.

IV TIME OF DELIVERY

1. Indutrade BV will deliver the goods at the time or immediately after the end of the delivery period stipulated in the agreement. Agreed delivery times can never be regarded as strict deadlines, unless expressly agreed otherwise. In the event of late delivery, Indutrade BV must therefore be given written notice of default.

2. If no time or period within which delivery must be made has been agreed, delivery must take place within a reasonable period of time after the conclusion of the agreement, taking into account the nature of the good and the circumstances.

3. If the opposing party fails to take delivery after a summons, Indutrade BV can, at its discretion, either deliver at a time to be determined by Indutrade BV, or declare the agreement or the unexecuted part of the agreement dissolved without judicial intervention, without prejudice to Indutrade BV's right to compensation.

V FORCE MAJEURE

1. In case Indutrade BV is temporarily prevented from fulfilling its obligations due to circumstances beyond its control after having concluded the agreements, Indutrade BV is entitled to suspend the performance of the agreement for the duration of the impediment. The opposing party is authorised to dissolve the agreement if they cannot reasonably be expected, in view of the circumstances of the case, to await the (cause of the) impediment to cease.

2. If, due to circumstances arising as referred to in paragraph 1, Indutrade BV is permanently prevented from fulfilling its obligations and these circumstances are not for the account of Indutrade BV, each of the parties is authorised to dissolve the agreement insofar as these have not yet been implemented at the time.

3. The circumstances referred to above shall in any event include war, risk of war, riots, fire, water damage, flooding, strikes, company lock-out, exclusion, import and export barriers, government measures, machine breakdown, disruptions in the supply of energy, business failure and force majeure of suppliers, as well as in the event that Indutrade BV is not enabled to deliver by its own suppliers.

VI DELIVERY AND TRANSFER OF RISK

1. The opposing party bears the risk of the goods ordered by them from the moment they are delivered to them. The goods are considered to be delivered to the opposing party as soon as the goods have been deposited at the address indicated by the opposing party or indicated during the order or as soon as the goods have been received there by the opposing party, subject to the provisions below.

If the address indicated by the opposing party is located outside of the Netherlands, the goods are considered to be delivered to the opposing party as soon as they have crossed the Dutch border.

2. Unless agreed otherwise, Indutrade BV will determine the mode of transport.

3. The insurance, referred to in art. III paragraph 2 of these general terms and conditions covers the risk of loss or damage to the goods during transport within the Netherlands.

4. The opposing party is required to inspect the delivered goods upon arrival. In the event of suspected transport damage or loss, the opposing party is obliged to immediately have the carrier report this on the consignment note or packing slip, a copy of which must be sent to Indutrade BV without delay, and to contact Indutrade immediately.

5. Indutrade BV is obliged to pass on any insurance payment to the opposing party. Indutrade BV is not obliged to perform services for which its insurer is not obliged.

VII TRANSFER OF OWNERSHIP

1. As long as the opposing party has not paid the full amount of the purchase price with any additional costs and any claim for compensation from Indutrade BV due to default on the part of the opposing party in this respect or has provided adequate security for this, Indutrade BV retains title to the goods. Unless otherwise stipulated in art. I paragraph 1 of these general terms and conditions, Indutrade BV also reserves the ownership of goods if the opposing party has not yet fulfilled all its pre-existing obligations, arising from agreements under which Indutrade BV has delivered or will deliver goods, or arising from agreements pursuant to which Indutrade BV has performed or will carry out activities in addition to the delivery, or has paid or has provided adequate security for this towards Indutrade BV as a result of failure on the part of the other party in the fulfilment of an agreement as aforesaid. Ownership transfers to the opposing party as soon as the opposing party has fulfilled all its obligations as aforesaid towards Indutrade BV.

2. For the application of the provisions of the first paragraph of this article, unless otherwise agreed within the meaning of art. I paragraph 1 of these general terms and conditions, any payment that could be attributed to two or more obligations of the opposing party towards Indutrade BV, will in the first place allocated to the obligation(s), for which the retention of title referred to in paragraph 1 of this articles does not apply.

3. If Indutrade BV has reasonable doubts about the payment capacities of the opposing party, Indutrade BV is authorised to delay delivery and dispatch pursuant to art. VI of these general terms and conditions, until the opposing party has provided sufficient security for payment. The opposing party is liable for the damage suffered by this delayed delivery.

4. As long as the delivered goods have not yet been paid in full, the buyer is not authorised to resell or deliver the goods, or in any other way, under whatever title, whether or not free of charge and whether or not in use, to transfer them to another party or place them at this party's disposal.

VIII PAYMENT

1. The opposing party is obliged to pay the purchase price to Indutrade BV in cash on delivery, unless agreed otherwise.

2. Negligence on the part of the opposing party with regard to taking delivery of the goods does not affect their payment obligation.

3. If deliveries are made in parts, Indutrade BV is not obliged to make further deliveries until after the invoices relating to the partial deliveries already made have been paid, without prejudice to the provisions of the other paragraphs of this article.

4. If the opposing party has not fulfilled their payment obligations on the due date, they are immediately in default without notice thereof being required. In that case, the opposing party is liable for all damage suffered and to be suffered by Indutrade BV.

5. In the absence of timely payment, the opposing party owes interest equal to the statutory interests, increased by 3% per year, on the unpaid part of the principal sum, without a reminder of notice of default.

6. The costs of collection, both judicial and extrajudicial, are for the account of the opposing party. The extrajudicial collection costs are set at 15% of the unpaid part of the principal sum, with a minimum of € 50.

IX DISSOLUTION

1. Without prejudice to the provisions of art. VIII, the purchase agreement will be dissolved by operation of law, without judicial intervention and without any notice of default being required, at the time at which the opposing party who has not or not fully fulfilled the obligations arising from the purchase agreement is declared bankrupt, applies for a provisional suspension of payment, or loses the power of disposition of their assets or parts thereof as a result of an attachment, receivership or otherwise, unless the receiver or the administrator acknowledges the obligations arising from this purchase agreement as liabilities of estate.

2. As a result of the dissolution, reciprocal claims become immediately due and payable. The opposing party is liable for all damage suffered by Indutrade BV.

3. If the opposing party does not, not timely or not properly comply with the obligations arising from any agreement concluded with Indutrade BV on the basis of these terms and conditions, as well as in the event of suspension of payments, liquidation of the business of the opposing party or their death, Indutrade BV will be entitled to terminate the agreement in whole or in part, without judicial intervention and without notice of default being required, and to claim back the goods delivered by Indutrade BV, insofar as not yet paid, to claim payment for the part of the agreement that has been executed and to demand advance payment for further delivery and assembly. In these cases, reciprocal claims become immediately due and payable. The opposing party is liable for all damage suffered by Indutrade BV.

COMPLAINTS

1. Complaints, regardless of whether they relate to deliveries made or not made by Indutrade BV or to Indutrade BV's invoices, must be submitted in writing to Indutrade BV as soon as reasonably possible, also to enable Indutrade BV to investigate the justification and cause of the complaint.
2. The goods may not be returned by the opposing party without the prior written permission of Indutrade BV. Granting the aforementioned permission does not imply acknowledgement that the complaint is justified. After permission has been obtained, the goods must be returned to Indutrade BV in undamaged condition, unless they have been received damage, at the expense of the other party.
3. As long as goods have not been returned and have been approved by Indutrade BV, or the complaint has been accepted by Indutrade BV, the payment obligation for the other party will remain in effect.

X RETURNS

1. In case Indutrade BV, for whatever reason, takes back goods, these will be credited with the value that these goods have on the day of receipt by Indutrade BV, reduce by the costs resulting from taking back the goods for Indutrade BV. The opposing party is liable for all damage suffered by Indutrade BV.

XI LIABILITY

1. Barring cases of its own intent or gross negligence, Indutrade BV is not liable for any damage, by whatever name or for whatever reason, unless and insofar as Indutrade BV's liability in this matter is insured.
2. In all cases in which Indutrade BV can invoke the provisions of paragraph 1, Indutrade BV employees may also invoke this provision, as if this provision has been stipulated by the employees concerned.
3. Barring cases of intent or gross negligence, if at the request of the opposing party, goods have undergone a special surface treatment, Indutrade BV will not be liable for the surface treatment in question or the effect of this treatment on the material, unless and to the extent Indutrade BV's liability in this matter has been insured.

XII COPYRIGHT

1. Copying text or images from Indutrade BV's publications in whatever form is only permitted with Indutrade BV's written permission.

XIII DISPUTES

1. All agreements concluded with Indutrade BV and any further agreements concluded for the implementation thereof are exclusively governed by Dutch law.
2. All disputes arising from the agreements referred to above will be adjudicated exclusively by the competent court in Den Bosch - without prejudice to the jurisdiction of another court with regard to provisional, conservatory or enforcement measures, unless within one month after Indutrade BV has invoked this stipulation in writing, the buyer opts for adjudication by another court that is competent by law.

XIV REGISTRY

1. These terms and conditions have been filed with the Chamber of Commerce in Den Bosch and come into effect on 1 July 2008. Starting from that date, they will replace all previous terms and