

GENERAL TERMS AND CONDITIONS OF DELIVERY FOR hubergroup Benelux BV - Almere

Filed with the Chamber of Commerce in Lelystad on 15 August 2001 under number 93/017

Article 1. Applicability of the general terms and conditions

- 1.1 The applicability of any general terms and conditions applied by buyers is explicitly dismissed.
- 1.2 These general terms and conditions apply to all legal relationships in which hubergroup Benelux bv (hereinafter referred to as HGB) acts as a (potential) seller and/or supplier of goods and/or services.
- 1.3 Disputes between HGB and the buyer will be exclusively referred to the competent court in the place where HGB has its registered office, except:
 - a. in so far as mandatory statutory provisions stipulate otherwise; or
 - b. where HGB as the claimant or applicant opts for the competent court in the place where the buyer has his/her place of domicile or business.
- 1.4 All legal relationships between HGB and the buyer are governed by Dutch law.
- 1.5 The annulment or invalidity of any provision of these terms and conditions leaves the validity of the other provisions intact. In this case, the void provision(s) will be replaced, if legally possible, with valid equivalent provision(s).
- 1.6 HGB is not obliged to meet any obligation if this is not reasonably possible for HGB as a result of changes in the circumstances that existed at the time of entering into the obligation (force majeure).

Article 2. Quotations and prices

- 2.1 All quotations are non-binding, although made on the understanding that the buyer is bound by the net prices stated in written price quotations for a period of 14 days from the date on which the price quotation in question was sent.
All prices are quoted net and in cash, without reduction and excluding taxes payable at the time of delivery. If an order is placed without an explicit price being agreed, then the order will be fulfilled at the price that applies at the time the order is carried out, regardless of any earlier quotation or price charged earlier.
- 2.2 All samples and models are provided solely as an indication.
- 2.3 All purchase agreements will be concluded subject to the resolute condition that the buyer is not creditworthy. Where there is evidence that the buyer is not creditworthy, HGB is entitled to cancel the effected sale without being obliged to pay any compensation.
- 2.4 For each agreed quantity, a variation of 10% is allowed on the understanding that a buyer is obliged to take receipt of and pay for a higher or lower quantity. A minimum of 1 kg or 1 litre applies.
- 2.5 Where it is not bound by a quotation issued, HGB is entitled not to accept orders. In this case, HGB is obliged to notify the buyer within five working days of the date the order is received.

Article 3. Delivery

- 3.1 Delivery dates agreed with HGB are an indication only and not a strict deadline, unless explicitly agreed otherwise.

- 3.2 HGB will have met its obligation to supply by offering the goods to the buyer once. If the buyer refuses to take receipt of the goods, the report of the person who arranged transportation will serve as full proof of the offer of delivery, in which case the return transportation costs, cost of storage and other necessary costs will be borne by the buyer. The offer of delivery shall be treated on a par with delivery.
- 3.3 The buyer is obliged to accept part shipments and to settle the corresponding invoices within the payment term.
- 3.4 If HGB fails to deliver on an agreed delivery date, but is still able to meet its obligation to supply within a reasonable period of time after receiving written notice from the buyer, it will not be obliged to pay compensation due to delayed delivery.
- 3.5 However, if the agreement explicitly stipulated that the delivery will take place at a specific time and the buyer has informed HGB in writing that this deadline must not under any circumstances be exceeded, the buyer is entitled to terminate the purchase agreement without judicial intervention if the agreed period has passed and delivery has not taken place. The buyer is obliged to notify HGB of the termination immediately in writing.

Article 4. Retention of title and payment terms

- 4.1 All goods delivered remain the property of HGB until such time as they are paid for. The buyer is obliged to surrender the goods to HGB if requested to do so. If the buyer continues to refuse to surrender the goods after being requested to do so, HGB will be entitled to take possession of the goods. The buyer is obliged to allow HGB to take such action and authorises HGB to access the areas where the goods are located.
If the buyer has already processed goods that have not been paid for, other products supplied by HGB that may have been paid for already will be repossessed to satisfy the debt.
The repossessed goods will be credited to the buyer based on the value the goods are found to have at the time of repossession. The repossession costs will be deducted from the amount to be credited.
- 4.2 If a third party lays claim to goods delivered under retention of title or if these goods are lost due to theft and/or fire or in any other way, the buyer is obliged to notify HGB as soon as possible. The buyer authorises HGB to retrieve the goods from third parties or to collect insurance payments relating to the goods and to grant insurers discharge.
- 4.3 Unless stipulated otherwise, the buyer is obliged to pay invoices within 30 days of the invoice date without deduction of any discount and/or set-off.
- 4.4 If an invoice is not paid on time, all the buyer's payment obligations will become immediately due and payable.
- 4.5 If an invoice is not paid on time, the buyer will owe statutory interest on the invoice amount.
- 4.6 The buyer will be charged extrajudicial collection costs in accordance with the collection rates of the Netherlands Bar Association.
- 4.7 Any payment made by the buyer will be used in the first instance to pay any outstanding extrajudicial collection costs and judicial costs and will then be deducted from the interest owed, and finally from the oldest outstanding debts, irrespective of any instruction to the contrary by the buyer.
- 4.8 The buyer may only raise objections to the invoice within the payment term.

Article 5. Complaints and liability

- 5.1 HGB is only obliged to handle complaints that have been submitted in writing.
- 5.2 HGB is not liable for any damage that is not attributable to intent or gross negligence on the part of HGB or that has occurred due to circumstances beyond HGB's control.
- 5.3 No complaint will be admissible if the buyer has processed goods affected by a fault that could have been identified by means of a simple inspection.
- 5.4 Returns to HGB are only permitted with prior written consent. In this case, return shipments must be carriage paid unless HGB accepts the complaint.
- 5.5 Complaints must be submitted as soon as possible and in any event within 14 days of delivery or, in the case of hidden defects, within 14 days of the time at which the defects could reasonably have been identified.
The buyer is obliged to inspect the delivered goods on delivery.
- 5.6 If the goods delivered do not conform to the agreement, HGB will only be obliged to deliver the missing goods, repair the delivered goods or replace the delivered goods, at its discretion.
- 5.7 In the event of failure to deliver, failure to deliver on time or incorrect delivery by HGB or any other breach of contract on the part of HGB, HGB's liability for losses suffered by its buyers or third parties will under no circumstances exceed the invoice amount for the relevant goods delivered or to be delivered by HGB. HGB will under no circumstances be liable for any consequential loss by whatever name and for whatever reason.
The above limitations of liability do not apply if the losses are due to wilful conduct and/or gross negligence on the part of HGB, its employees or third parties appointed by it or if HGB acts contrary to the principles of reasonableness and fairness by invoking the above limitations of liability.