

# GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF CEPRO INTERNATIONAL B.V., HAVING ITS OFFICE IN RIJEN (Municipality of Gilze en Rijen, the Netherlands)

## Article 1: Definitions

1. For purposes of these General Terms and Conditions, the following terms will be used in the following meanings, unless stated otherwise.

User: Cepro International B.V.

Other Party: any legal entity or natural person that has concluded or wishes to conclude an agreement with the User, as well as any or all of its/his/her legal representatives, attorneys in fact or heirs  
Goods: any and all equipment, tools and materials offered for sale by the User

## Article 2: General

- These General Terms and Conditions will apply to any offer or quotation and to any agreement between the User and the Other Party to which the User has declared these General Terms and Conditions applicable. Any varying stipulations, arrangements or schemes will apply only in the event and to the extent that the User has confirmed such in writing.
- These General Terms and Conditions will also apply to any and all agreements with the User in respect of whose execution third parties must be engaged.
- By entering into an agreement with the User, the Other Party waives any terms and conditions applied by it/him/her, regardless of their name, so that the General Terms and Conditions applied by the User will apply to any and all agreements.
- In the event that one or more of the provisions laid down in these General Terms and Conditions are null and void, or are avoided, the other provisions of these General Terms and Conditions will continue to apply in full force and effect. In that event, the User and the Other Party shall consult one another in order to agree on new provisions to replace the null and void or avoided provisions, with the object and purpose of the original provisions being observed, if and to the extent possible.

## Article 3: Offers and Quotations

- All offers and quotations issued by the User will be entirely without obligation, unless stated otherwise.
- Offers or quotations will not automatically apply to future orders.

## Article 4: Creation of Agreement

- Any purchase agreements or other agreements between the User and the Other Party will not be brought about until the User has confirmed such in writing, or unless the User in fact executes the order in so far as no confirmation has been issued.
- In the event that the correctness of a written confirmation is not denied within eight working days of its dispatch, both parties will be bound by it.
- All offers, order confirmations and invoices may be prepared in kilograms or in square metres, decimetres, centimetres, millimetres or square feet, or by the piece or the dozen. Weight or dimensions may also be stated if the offer, order confirmation or invoice has been prepared by the piece or otherwise. Subject to proof to the contrary by the Other Party, the dimensions, quantities and weights stated in the invoice will qualify as those actually delivered.

## Article 5: Execution of Agreement

- The User shall execute the agreement to the best of its knowledge and ability, and in conformity with the requirements of proper workmanship, on the grounds of the state of the art.
- In the event and to the extent that a proper execution of the agreement so requires, the User will have the right to have specific work carried out by third parties.
- The Other Party shall ensure that all data indicated by the User to be necessary, or of which the Other Party should reasonably understand that such are necessary to execute the agreement, are provided to the User on time. In the event that the data needed to execute the agreement have not been provided to the User on time, the User will have the right to suspend the execution of the agreement and/or to charge the client the additional costs ensuing from the delay as per the customary rates.
- The User will not be liable for any damage of any nature whatsoever [that has arisen] because the User has used any incorrect and/or incomplete data provided by the Other Party, unless the User should have been aware of such incorrectness or incompleteness.
- Any amendments to the agreement and/or any further arrangements will be effective only in the event and to the extent that such have been agreed upon or confirmed by the User in writing. In the event that any departures and/or amendments lead to an increase in costs, the User will be entitled to charge such costs on to the Other Party.

## Article 6: Prices

- The prices stated in the offer will be exclusive of VAT or any other Government charges imposed on sale and delivery, and will be based on delivery ex warehouse of the User, unless agreed otherwise in writing.
- The VAT and, in general, all levies imposed or allowed by the Government in respect of the conclusion, execution and financial settlement of the agreement will be borne by the Other Party. In the event of any amendments to taxes and/or levies, the agreed-upon price will be adjusted accordingly.
- In the event of important amendments to wages, social-security charges, fuel and freight prices, exchange rates and/or circumstances that lead to cost increases for the User, the User will be entitled to charge any consequent cost-price increases on to the Other Party.
- The Other Party will separately be charged for any assembly work.

## Article 7: Delivery Period

- The User will provide a rough indication of the delivery period. The delivery period will begin after written acceptance by the User of the order and as soon as the User has received all the data needed to execute the agreement from the Other Party.

- The delivery period is set in the expectation that the User can continue working as at the time of the offer and that the materials required are supplied to it on time. Except in the event of an intentional act or omission or gross negligence on the part of the User, the Other Party cannot derive any right to dissolution and/or damages from any failure to comply with the delivery period.
- If the parties agree that the agreement is amended or supplemented, this may affect the time of completion of the execution. The User shall so notify the client as soon as possible.

## Article 8: Delivery and Passage of Risk

- The Goods will be delivered ex warehouse, unless the parties have agreed otherwise in writing.
- As soon as the Goods pertaining to the order are ready for dispatch in the User's warehouses and the buyer has been so notified, the Goods will be considered delivered where the delivery period is concerned.
- The costs of and risk in the Goods will be borne by the Other Party as from the time of delivery.

## Article 9: Storage

- In the event that the Other Party is unable to take delivery of the Goods at the agreed time for any reason whatsoever, and the Goods are ready for dispatch, the User shall - if its storage facilities allow such - keep the Goods in custody and look after them for a maximum of six months. In that event, the Other Party must reimburse the costs of storage and custody on the basis of standards to be applied in reasonableness as from the delivery date provided for in the agreement until the date of eventual delivery.

## Article 10: Transport

- Transport from the User's warehouse will be handled on behalf of the Other Party, unless agreed otherwise in writing.
- The costs of transport and of any goods-in-transit insurance will be borne by the Other Party, unless the parties have agreed otherwise in writing.

## Article 11: Goods on Approval

- Goods on approval will be invoiced in conformity with the currency value on the day of their dispatch.
- In the event that goods on approval have not been returned within eight days, they will be considered to have been bought by the Other Party.

## Article 12: Cancellation

- It will be possible for the Other Party to sever or cancel the agreement only if the User consents.
- If the User consents to severing or cancelling the agreement, the Other Party must reimburse the costs incurred by the User in this respect and compensate the adverse financial consequences for the User on account of the non-execution of the agreement, together amounting to at least 10% of the agreed-upon price.

## Article 13: Guarantee

- The User guarantees the proper performance of the Goods delivered by it for three months from the time of delivery, provided that the Other Party uses and treats the Goods with the necessary expertise and due care.
- In the event that the Goods delivered have been processed, used or consumed in whole or in part, they will be deemed to have been approved by the Other Party.
- The costs of and risk in any changes or amendments to the Goods delivered that have been introduced by the Other Party will be borne by the Other Party. Furthermore, any such changes or amendments will nullify the guarantee provision given above.
- Upon receipt of the Goods, the Other Party shall convince itself/himself/herself of the condition of the Goods.
- If the sale is based on weight, dimensions or quantity as per the User's statement, the Other Party may require that the Goods be weighed, measured or counted upon or after delivery. The costs thereof will be borne by the User only if any discrepancies in dimensions exceed 2% or any discrepancies in weight exceed 0.5%.
- If the right quantity of the Goods to be delivered cannot be indicated exactly in advance, a margin of no more than 5% will be allowed. In the event that less than 95% has been delivered, the User must, at its discretion, either supplement the delivery up to 95% or pay damages based on the market value on the day of delivery. However, this cannot in any case lead to the dissolution of the agreement.
- If a sample or model has been shown or provided to the Other Party, it will be deemed to have been [shown or] provided on an indicative basis only, unless it is expressly agreed that the Goods to be delivered must correspond to such sample or model.

## Article 14: Complaints

- Upon receipt of the Goods, the Other Party shall convince itself/himself/herself of the condition of the Goods.
- Any complaints, for purposes hereof including any and all complaints with respect to the Goods delivered and their performance, will be handled only if they are lodged with the User in writing within eight working days of delivery, clearly specifying the nature of the complaint. In case of a complaint, the Goods may not be/have been processed.
- Without prior consultation, returned Goods will not be accepted.

## Article 15: Liability

- The User will not be liable for any direct or indirect damage arising for the Other Party or for third parties as a consequence of the execution by the User of the agreement concluded by it with the Other Party, unless the damage ensues from any intentional act or omission or gross negligence on the part of the User.
- The liability of the User and its staff will in all instances be limited to the amount to which the User is entitled under the liability insurance taken out by it, plus the deductible to be borne by the User under such insurance. Upon request, an extract from the liability insurance policy will be provided.
- Should no payment be made under the aforementioned insurance for any reason whatsoever, any liability will be limited to the amount for which the User invoiced the Other Party in respect of its delivery.

## Article 16: Force Majeure

- In the event that the User is unable to deliver any Goods or fulfil its obligations in the customary manner due to force majeure, it will have the right, without any judicial intervention being required, either to suspend the execution of the agreement for the duration of the force majeure, though for a maximum of three months, or to dissolve the agreement in whole or in part, without being liable for any damages. During the suspension, the User will be entitled and, after the expiry of the said three months, obliged to choose between execution or the whole or partial dissolution of the agreement.
- The parties will qualify as force majeure factors, in particular: fire, theft, acts of war, riots, strikes, sit-down strikes, interruptions of operations, war, heavy weather, a delay in or discontinuation of the supply of materials or aids and/or services, intervention by public or semi-public and/or supervisory authorities, statutory schemes obstructing the use of the Goods delivered, and, in general, any cause beyond the User's control as a consequence of which the execution of the agreement is impeded for the User.

## Article 17: Payment

- Payment must be effected within 30 days of the date of the invoice, in a manner to be indicated by the User and in the currency in which the invoice is denominated. Any objection to the amount of an invoice will not suspend the payment obligation.
- In the event that the Other Party pays the invoice amount within eight days, it/he/she will be entitled to apply a discount of two per cent to the invoice amount.
- In the event that the Other Party fails to pay within the said 30 days, the Other Party will be in default by operation of law. In that event, the Other Party will owe interest at a rate of 1% a month, unless - trading - interest at the statutory rate is higher, in which event the statutory - trading - interest will apply. Interest with respect to the exigible amount will be calculated from the moment at which the Other Party is in default until the moment of payment of the full amount.
- In the event of the Other Party's winding up, bankruptcy, attachment or suspension of payments, the User's claims against the Other Party will be immediately due and payable.
- Should the Other Party be in default of fulfilling one or more of its/his/her obligations, all reasonable costs to obtain satisfaction extra-judicially will be borne by the Other Party. The extra-judicial costs will amount to 15% of the invoice amount, with a minimum of EUR 100.

## Article 18: Provision of Security, Right of Pledge and Retention of Title

- If there are reasons to do so, in the User's opinion, the User will at any time be entitled to demand that the Other Party provide proper security for payment.
- All Goods that have been provided to the User by the Other Party for storage and/or processing or treatment, and that are in the User's possession, will be deemed to have been given to the User as security for all the amounts that the Other Party owes the User on any basis whatsoever. The statutory scheme with respect to rights of pledge as set forth in Book 3, Title 9, Parts 1 and 2, of the Dutch Civil Code [Burgerlijk Wetboek] will apply in this respect.
- Any Goods delivered will remain the property of the User until the purchase price has been paid in full, regardless of whether the Goods have in the meantime been processed or become part of a larger whole.
- Until the Other Party has paid the purchase price in full, the Other Party will not be entitled to dispose of the Goods, for instance by giving the Goods to third parties as security, providing the use thereof or transferring title thereto.
- In the event that the Other Party continues to fail to pay for the Goods delivered in full after the term of payment has expired, the User will be entitled, also without any notice of default being required, to repossess the Goods, regardless of where they are located and whether they have been processed or not. This invocation of the retention of title will lead to a dissolution of the agreement without any judicial intervention being necessary, and without prejudice to the User's right to claim damages, lost profits and interest.
- In the event of a petition for bankruptcy or a request to grant a suspension of payments, or in the event that the Goods delivered by the User are attached, the Other Party undertakes promptly to so notify the User, so that it can exercise its property rights. The costs thereof will be borne by the Other Party.

## Article 19: Suspension and Dissolution

- The User will be entitled, without any notice of default or judicial intervention being required, either to suspend the execution of the agreement until further notice or to dissolve the agreement in whole or in part, without being obliged to pay any damages or issue any guarantee, and without prejudice to any further rights accruing to it, in the event of:
  - the temporary or permanent impossibility for the Other Party to fulfil any obligation from the agreement concluded with the User or from any associated obligation;
  - serious doubts about the Other Party's capability to satisfy its/his/her contractual obligations in respect of the User;
  - the failure by the Other Party to provide security at the User's request; and/or
  - the bankruptcy, suspension of payments, closure, winding up or whole or partial transfer of the Other Party's business.
- In the event that the User resolves to suspend the execution of the agreement in any of the aforementioned events, the agreed-upon price, less any instalments already paid and any costs saved by the User on account of the suspension, will be immediately due and payable, and the Other Party will be obliged to reimburse any and all costs, including those of storage, incurred by the User.

## Article 20: Disputes and Applicable Law

- A dispute regarding the creation, construction or execution of the agreement concluded between the User and the Other Party, as well as any other dispute in connection with the agreement, will be settled by the competent court in the District of Breda, the Netherlands.
- All the agreements concluded by the User will be subject to Dutch law only.