

## **GENERAL DELIVERY TERMS OF DUOFOR B.V.**

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### **Article 1 Applicability**

These Terms of Sale apply to all contracts between DUOFOR B.V. and their contractors, unless the parties derogate expressly from this provision.

### **Article 2 Offers**

1. All offers made by Duofor B.V. are valid for 30 days, if not stated otherwise
2. The contract comes with written confirmation from DUOFOR B.V. with the contracting party.
3. The prices quoted in an offer are in Euro, unless otherwise indicated, plus VAT.

### **Article 3 Delivery**

1. The delivery is plus freight charges, without unloading. The confirmed address must be accessible to DUOFOR B.V. commissioned forwarder.
2. The contracting party is obliged to accept the purchased goods at the time when the goods are made available to the contracting party in accordance with the contract or at the time of delivery to the contracting party.
3. If the contracting party is unable to accept the goods, for whatever reason, the goods are stored for the account and risk of the contracting party. In this case, the contracting party bears all costs incurred.

### **Article 4 Delivery time**

Those of DUOFOR B.V. mentioned delivery times are not binding. In case of late delivery, the contracting party is required to serve DUOFOR B.V. with notice of default in writing.

### **Article 5 Partial Deliveries**

DUOFOR B.V. is not entitled to deliver goods sold as a partial delivery, insofar as a partial delivery has no independent value. If the goods are delivered in parts, DUOFOR B.V. authorized to bill each partial delivery separately.

### **Article 6 Liability**

1. DUOFOR B.V. is in no way liable for damages, including damages resulting from the use of the delivered goods. DUOFOR B.V. assumes no liability for the use intended by the contracting party, even if the contracting party DUOFOR B.V. has informed about this use.
2. DUOFOR B.V. is not liable for damages resulting from defects in the delivered goods.
3. The liability of DUOFOR B.V. is limited in any case to the invoice value.

### **Article 7 Retention of title**

1. The goods delivered by DUOFOR B.V. remain the property of DUOFOR B.V. until contractor fulfills all obligations under DUOFOR B.V. contracts, including collection and court costs within the meaning of Article 8 of these Conditions.
2. The goods delivered by DUOFOR B.V., which are subject to retention of title in accordance with paragraph 1, may only be resold in the ordinary course of business. The contracting party is not entitled to pledge, debit or encumber the goods with another law.
3. If the contracting party either fails to fulfilling its obligations or if there are reasonable grounds to suspect that the contracting party will not fulfilling them, DUOFOR B.V. shall be entitled to collect the delivered goods on which the retention of title is based either at the contractual partner or at third parties where the goods are located. The contracting party is obliged to participate.
4. The contracting party agrees to DUOFOR B.V. at the first request:
  - a. to insure the goods delivered under the reservation of title against fire and water damage as well as against theft and to present the corresponding insurance certificate;
  - b. to assign all claims of the contracting party to the insurer to DUOFOR B.V. with respect to the goods delivered under the retention of title in the manner described in Art. 3: 239 BW; to assign the claims to DUOFOR B.V. which the party to the contract resells, subject to retention of title by DUOFOR B.V. goods purchased from its customers in the manner described in Art. 3: 239 BW

5. As long as the delivered goods are in property of DUOFOR B.V. as a result of the retention of title, DUOFOR B.V. is always entitled to convince himself of the condition of the goods. The contractor grants DUOFOR B.V. irrevocably the permission to inspect the goods on site.

#### **Article 8 Purchase Price and Payment**

1. The purchase price consists of the agreed price of the goods and the packaging costs as well as the costs for transport and delivery.
2. Payment must be made no later than 30 days after the delivery date.
3. After expiry of the above-mentioned term of payment, the contracting party is in default without the requirement for a notice of default. From this point in time, default interest of 1% is due monthly on the outstanding amount. The part of a month is to be regarded as a full month.
4. The Contracting Party shall bear all reasonable out-of-court costs to enforce the claims by defaulting with fulfilling of its obligation to pay. At least the following amounts apply:

Over the first	€3,000,-	15%
above amounts up to	€7,500,-	10%
above amounts up to	€16,000,-	8%
above amounts up to	€60,000,-	5%
above amounts		3%
5. Payment must be made without discount or set-off.

#### **Article 9 Termination of the contract**

The requirements of DUOFOR B.V. to the contracting party are recoverable directly in the following cases:

- if circumstances are noted after the conclusion of the contract by DUOFOR B.V. and these circumstances give DUOFOR B.V. a legitimate cause for concern that the contracting party will not fulfilling his obligations;
- if DUOFOR B.V. has requested the contracting party to conclude the contract, to ensure fulfilling of its obligations and that fulfilling of its obligation is absent or inadequate;
- in case of dissolution, bankruptcy or insolvency of the contracting party.
- In these cases, Duofor B.V. may, in its own discretion, discontinue the further execution of the contract or terminate the contract, regardless of the claim of Duofor BV for claiming damages

#### **Article 10 Force Majeure**

1. If DUOFOR BV should be prevented from fulfilling its obligations by force majeure, these obligations will be terminated.
2. Force majeure means circumstances preventing fulfilling of the contract and which are not attributable to DUOFOR BV.
3. These include, but are not limited to, strikes and excesses, as well as a general lack of achievement of the agreed performance, raw materials, goods or services or unpredictable stagnation at any supplier or third party to whom DUOFOR BV is dependent.
4. If a situation of force majeure, as referred to in this article, lasts for more than two months, both contracting parties are entitled to terminate the contract, without any obligation to pay damages in this case.
5. If DUOFOR B.V. has partially fulfilled its obligations in the event of force majeure, DUOFOR B.V. is entitled to charge this part separately. The contracting party is obliged to pay this bill, unless it is a separate contract.

#### **Article 11 Complaints**

1. The contracting party must inspect immediately the purchased goods upon receipt and is obliged to check that the delivered goods comply with the contractual provisions in terms of quality and quantity.
2. In the case of defects identified in the delivered goods, the contractual partner must notify DUOFOR B.V. of the defects identified within 24 hours, in writing (by Fax), after delivery of the goods. If this time limit is exceeded, the right of appeal expires. Goods which has already been processed may not form part of a complaint.
3. Even if the contracting party submits his complaint on time, the payment and acceptance obligation for his order remains until DUOFOR B.V. decides otherwise. Depending on the nature of the complaint, DUOFOR B.V. refers the claimant to the manufacturer.
4. The goods can only be returned to DUOFOR B.V. after prior written approval of DUOFOR B.V.

**Article 12      Disputes**

All disputes between DUOFOR BV and the other party to the contract will be decided by the District Court of Breda (Netherlands), deviating from the legal provisions governing jurisdiction of the civil court, if the court has jurisdiction.

**Article 13      Applicable law**

All contracts between DUOFOR B.V. and the contracting party refer to the Dutch legal application.