

General Delivery and Payment Conditions of:

Intop Europe B.V.  
Cereslaan 4  
5384 VT HEESCH

Registration number Chamber of Commerce in Eindhoven: 16070361  
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#### **ARTICLE 1: APPLICABILITY**

1. These Conditions apply to all offers and to all contracts of purchase and sale of Intop Europe B.V., based in Heesch, hereafter called "the user".
2. The customer / buyer shall hereafter be called "the other party".
3. Contrary conditions only form part of the contract made between the parties if and insofar as both parties explicitly agree such in writing.
4. Acceptance by the other party without comment and retention of an offer or assignment confirmation, in which reference is made to these Conditions, is deemed agreement to the applicability thereof.
5. The potential inapplicability of a (part of a) provision of these General Conditions does not affect the applicability of the other provisions.

#### **ARTICLE 2: CONTRACTS**

1. Contracts shall first become binding upon written confirmation of the user.
2. Additions or changes to the General Conditions or other changes or additions to the contract shall first become binding after written confirmation by the user.

#### **ARTICLE 3: OFFERS**

1. All quotes, offers, price lists, delivery times, etc. of the user are without commitment, unless they contain a time period for acceptance. If an offer or quote contains an offer without commitment and this is accepted by the other party, the user has the right to revoke the offer within 2 working days after receipt of the acceptance.
2. Samples, brochures and/or designs and the like which are presented and provided serve only as indications. No rights can be derived herefrom, unless the parties have explicitly agreed otherwise in writing.
3. A. If between the date the contract is made and the date of performance of the contract the government and/or trade unions make(s) changes in wages, employment conditions, social security and the like, the user is entitled to charge the increases to the other party. If between the aforementioned dates the user and/or suppliers issue(s) a new price list which comes into effect during that time, the user is entitled to charge the other party the prices set out therein.  
B. In the event the other party is a natural person who is not acting in the course of a profession or business, prices increases may be passed on or charged 3 months after the contract is made in the above-intended sense. In the event of price increases as set out in this article above within a shorter term than 3 months, the other party is entitled to dissolve the contract.

#### **ARTICLE 4: ENGAGING THIRD PARTIES**

The user is entitled to engage third parties to perform what has been agreed.

#### **ARTICLE 5: DELIVERY AND DELIVERY DATES**

1. Delivery is not free of charge, unless the parties explicitly agree otherwise in writing.
2. Time can never be deemed of the essence with regard to specified time periods within which goods must be delivered or work must be carried out unless explicitly otherwise agreed in writing. In the event of late delivery the user must thus be given written notice of default.
3. In the event of part delivery, each delivery or phase shall be deemed a separate transaction.
4. The risk in the delivered goods shall pass to the other party at the time of delivery.

5. If it turns out not to be possible to deliver the goods to the other party or to carry out the work due to a cause attributable to the other party, the user reserves the right to store the goods at the other party's expense and risk. The user shall give the other party written notice of the storage and/or the impediment in the execution of the work to be carried out and shall stipulate a reasonable time period within which the other party must enable the user to recommence the work and/or deliver the goods.
6. If even after the expiry of a reasonable time period given by the user as set out in the previous paragraph of this article the other party continues to default on his obligations, the other party shall be in default by the mere expiry of 1 (one) month, counted as of the date of storage or impediment in the execution of the work to be carried out and the user has the right to dissolve the contract in whole or in part in writing with immediate effect, without prior or other notice of default, without judicial intervention and without being bound to compensate damage, costs and interest.
7. The above is without prejudice to the other party's obligation to pay the agreed price or stipulated or owing price, as well as any storage costs and/or other costs.
8. The user is entitled – with regard to the performance of the other party's financial obligations – to demand advance payment or security from the other party before effecting delivery.

#### **ARTICLE 6: PROGRESS OF DELIVERY**

1. If the deliveries or work cannot be effected normally or without interruption due to causes beyond the user's control, the user is entitled to charge the other party the costs ensuing therefrom, including call-out costs.
2. All expenses made by the user at the other party's request are at the expense of the latter, unless explicitly otherwise agreed in writing.

#### **ARTICLE 7: TRANSPORT**

1. Shipment of ordered goods shall be effected in a manner determined by the user, but at the expense and risk of the other party, unless the parties explicitly agree otherwise in writing.
2. The user is not liable for damage to the goods, of whatever nature and form, which is connected with the transport.
3. The other party must take out adequate insurance against the aforementioned risks.
4. The other party guarantees good accessibility of the destination or unloading place and is responsible for the unloading.
5. The other party shall store non-accepted orders or deliveries at the other party's expense and risk, in accordance with the provisions of Article 5.

#### **ARTICLE 8: PACKING**

1. Packing which is not intended for one-off use in which goods are delivered remains the property of the user and may not be used by the other party for any purpose other than that for which it is intended.
2. The user is entitled to charge the other party a deposit for this packing. The user is obliged to take back this packing, provided it is returned free of charge, at the price charged to the other party, during a time period after the delivery date stipulated by the user.
3. If packing is damaged, incomplete or lost, the other party is liable for this damage and loses his right to repayment of the deposit.
4. If such turns out to be necessary – to be evaluated by the user – the packing shall be charged to the other party at cost price and shall not be taken back.

#### **ARTICLE 9: COMPLAINTS AND RETURN SHIPMENTS**

1. The other party is obliged immediately after taking receipt of the goods or termination of the work to inspect the goods or work. If the other party notes visible faults, inaccuracies and/or defects, this must be noted on the delivery note or work sheet and the user must be given immediate notice thereof, or the other party must inform the user thereof within 24 hours after receipt of the goods or termination of the work, followed by immediate written confirmation thereof to the user.
2. Other complaints must be lodged with the user by recorded mail within 8 days after receipt of the goods or termination of the work.

3. Without prejudice to the provisions of Paragraphs 1 and 2 of this article, the provisions of Paragraph 7 of Article 10 shall also be taken into account with regard to natural persons who are not acting in the course of a profession or business.
4. If the above complaint is not lodged with the user within the time periods set out above, the goods shall be deemed to have been received in good condition or the work shall be deemed to have been executed properly.
5. Ordered goods are delivered in the wholesale packs available at the user's. Minor deviations relating to specified dimensions, weights, quantities, colours and the like are not deemed shortcomings on the part of the user.
6. Complaints do not suspend the other party's payment obligation.
7. The user must be given the opportunity to investigate the complaint.
8. If return shipment is necessary in order to investigate the complaint, such shall only be at the user's expense and risk if the latter has given his explicit written consent therefore in advance.
9. In all cases return shipments shall be effected in a manner determined by the user and in the original packing. Return shipments shall be effected at the expense and risk of the other party, unless the user declares the complaint valid.
10. If after delivery the goods have changed in nature and/or composition, have been processed in whole or in part, are damaged or repacked, any right to complain shall be lost.
11. In the event of valid complaints, the loss shall be settled in accordance with the provisions of Article 10.

#### **ARTICLE 10: LIABILITY AND GUARANTEE**

1. The user shall execute his task in the manner which may be expected of a business in his industry, but accepts no liability whatsoever for damage, including consequential damage, which is the result of his actions or omissions in the broadest sense, except insofar as they are due to his wilful misconduct, gross negligence and/or intent, or the contrary ensues from statutory provisions of mandatory law. A similar restriction applies with regard to personnel or other third parties who the user engages in the performance of his work.
2. Without prejudice to the provisions of the other paragraphs of this article, the user's liability – under whatever heading – is limited to the amount of the net price of the goods delivered or the work carried out. Compliance with this provision is deemed sole and full compensation.
3. Without prejudice to the provisions of the preceding paragraph of this article the user is never bound to pay compensation which is more than the insured amount, insofar as the loss is covered by insurance taken out by the user.
4. If visible faults, inaccuracies and/or defects occur in the delivered goods which must have already been present at the time of delivery, the user undertakes to repair or replace such goods – at his election – free of charge. The user guarantees the usual normal quality and fitness of the goods delivered; the de facto economic life thereof can never be guaranteed.
5. A. In all cases the time period within which a claim for compensation of established damage can be presented to the user is limited to 6 months, counted as of the time when it has been determined that compensation is owed.  
B. In the event the other party is a natural person who is not acting in the course of a profession or business, there is a maximum term of 1 (one) year, counted as of the time when it has been determined that compensation is owed within which a claim can be presented to the user for compensation of the determined damage.
6. If the goods delivered by the user come with a manufacturer's guarantee, said guarantee shall apply mutatis mutandis between the parties.
7. In the event the other party is a natural person who is not acting in the course of a profession or business, the user shall observe the statutorily determined guarantee time periods.
8. The other party loses his rights vis-à-vis the user, is liable for all damage and indemnifies the user against all claims of third parties with regard to compensation if and insofar as:
  - A. the aforementioned damage arose due to inexpert use and/or use contrary to instructions and/or advice of the user and/or inexpert storage of the delivered goods by the other party;
  - B. the aforementioned damage arose due to mistakes or inaccuracies in facts, materials, information carriers and the like which have been provided and/or prescribed to the user by or on behalf of the other party.

## **ARTICLE 11: PAYMENT**

1. Payment must be made within 30 days after the invoice date, unless the parties have explicitly agreed otherwise in writing.
2. If an invoice has not been paid in full after the expiry of the term referred to in Paragraph 1:
  - A. as of that time the other party shall be charged a credit restriction supplement of 2%, without the need for any notice of default;
  - B. the other party shall owe the user interest for late payment of 2% per month to be calculated cumulatively over the principle. In this respect, parts of a month are deemed full months;
  - C. the other party, after having been presented with a demand for such by the user, shall owe a minimum of 15% of the principal and the interest for late payment with an absolute minimum of € 150 with regard to extrajudicial costs;
  - D. the user has the right to charge the other party € 20 for each payment reminder, demand and the like sent to the other party as administration costs. The user shall set this out in the contract and/or on the invoice.
3. At the user's election, in prior or similar circumstances, without the need for notice of default or judicial intervention, the contract can be dissolved in whole or in part, which may be in combination with a claim for compensation.
4. If the other party has not performed his payment obligations in time, the user has the right to suspend the performance of the obligations of delivery or to carry out work taken on vis-à-vis the other party, until the payment has been made or proper security has been given therefore. The same applies prior to the time of default, if the user has a reasonable suspicion that there are reasons to doubt the other party's creditworthiness.
5. Payments made by the other party shall always first be put toward all interest and costs owing and then all outstanding invoices which have been outstanding the longest, unless the other party explicitly stipulates in writing upon payment that the payment relates to a later invoice.
6.
  - A. If the other party, under whatever heading, has one or more counterclaims on the user, the other party waives the right of set-off with regard to these claim(s). Said waiver of the right of set-off also applies if the other party petitions for a moratorium on payment or is declared bankrupt.
  - B. The provisions under A of this paragraph do not apply in the event the other party is a natural person who is not acting in the course of a profession or business.

## **ARTICLE 12: RETENTION OF TITLE**

1. The user retains title to the goods delivered and to be delivered until the time when the other party has performed his payment obligations to the user. These payment obligations consist of the payment of the purchase price, increased by claims relating to work carried out which is connected with the delivery, and claims relating to possible compensation for default on the performance of obligations on the part of the other party.
2. In the event the user invokes the retention of title, the relevant contract shall be dissolved, without prejudice to the user's right to claim compensation of damage, lost profit and interest.
3. The other party is obliged to immediately give the user written notice of the fact that third parties are enforcing rights in respect of goods which are subject to a retention of title pursuant to this article.

## **ARTICLE 13: PLEDGE/WARRANTAGE**

Until the time when the other party has fully performed his payment obligations to the user, the other party is not entitled to allow third parties to hold the delivered goods as collateral and/or grant a pledge thereon, and/or place the goods in the de facto power of one or more financiers (warrantage), as such is deemed default on his part. In such case the user can immediately, without being bound to give any notice of default, suspend his obligations under the contract, or dissolve the contract, without prejudice to the user's right to compensation of damage, lost profit and interest.

## **ARTICLE 14: BANKRUPTCY, POWER OF DISPOSITION and the like**

Without prejudice to the provisions of the other articles of these Conditions, the contract made between the other party and the user shall be dissolved without the need for judicial intervention or notice of default, at the time when the other party is declared bankrupt, petitions for a (provisional)

moratorium on payment, is affected by attachment in enforcement of a judgment, appointment of a guardian or administrator or otherwise loses the power of disposition or competency to act with regard to his assets or parts thereof, unless the receiver or the administrator acknowledges the obligations ensuing from the contract as a debt of the estate.

#### **ARTICLE 15: FORCE MAJEURE**

1. In the event performance of what the user is bound to do pursuant to the contract made with the other party is not possible and such is due to non-attributable non-performance on the part of the user and/or on the part of third parties or suppliers engaged for the performance of the contract, or in the event another substantial reason arises on the part of the user, the user is entitled to dissolve the contract made between the parties, or to suspend performance of his obligations to the other party during a reasonable time period to be determined by him without being bound to pay any compensation. If the above situation arises when the contract has been performed in part, the other party is bound to perform his obligations to the user up to that time.
2. Circumstances in which there shall be non-attributable non-performance include: war, riot, mobilisation, domestic and foreign unrest, government measures, strike and lock-out by workers or threat of such and similar circumstances; disruption of the currency ratios in effect at the time the contract was made; business disruptions due to fire, accident or other incidents and natural events, regardless of whether the non-performance or late performance takes place at the user's, his suppliers or third parties engaged by him in the performance of his obligation.
3. In the event the other party in any way defaults vis-à-vis the user with regard to the prompt performance of his obligations, fails to effect payment, petitions for a (provisional) moratorium on payment or bankruptcy, is subject to attachment in enforcement of a judgment, relinquishes assets or liquidates the other party's business, everything he owes under the heading of any contract to the user shall become immediately and fully due.

#### **ARTICLE 16: CANCELLATION AND DISSOLUTION**

1. A. The other party waives all rights to dissolution of the contract pursuant to Article 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless cancellation pursuant to this article is agreed.  
B. The provisions under A of this paragraph do not apply in the event the other party is a natural person who is not acting in the course of a profession or business.
2. Cancellation by the other party is only possible if the user agrees to such. In such case the other party is obliged vis-à-vis the user, in addition to compensation of at least 30% of the purchase price or the agreed price, to take goods already ordered, whether or not they have been processed, for payment of the cost price. The other party is liable to third parties for the consequences of the cancellation and indemnifies the user in this respect.
3. Amounts already paid by the other party shall not be repaid.

#### **ARTICLE 17: APPLICABLE LAW/COMPETENT COURT**

1. The contract made between the user and the other party is only governed by Dutch law. Disputes ensuing from this contract shall be adjudicated in accordance with Dutch law.
2. Disputes shall be adjudicated by the competent Dutch court, although the user has the right to bring proceedings before the competent court in the place where the user is based, unless the cantonal court has jurisdiction over the matter.
3. In the event the other party is a natural person who is not acting in the course of a profession or business, within 1 (one) month after the user has informed the other party that the matter shall be brought before the court, the other party can state that he is opting for adjudication of the dispute by the court which has jurisdiction under the law.
4. With regard to disputes ensuing from the contract made with an other party which is based outside of the Netherlands, the user has the right to act in accordance with the provisions of Paragraph 2 of this article or – at the user's election – bring the disputes before the competent court in the country or the state where the other party is based.