

GENERAL TERMS AND CONDITIONS OF PURCHASE AND SALES  
from  
NESSILE PRODUCTS BV

1. These general conditions apply to - and are an integral part of - any tender offer and agreement relating to the private company with limited liability NESSILE PRODUCTS BV based at the Celciusweg 5b, 3752 LE Bunschoten, The Netherlands, hereinafter referred to as "NESSILE PRODUCTS BV "to provide products of any kind, unless expressly agreed otherwise in writing.
2. In these general conditions is meant by "customer" any (legal) person who orders and/or buys goods from or through NESSILE PRODUCTS BV., or sells goods and/or services to NESSILE PRODUCTS BV
3. Of these conditions can be waived only if the parties have expressly agreed in writing.

**2. Establishment and Amendment of an Agreement**

1. All offers by NESSILE PRODUCTS BV, made in whatever form, are without engagement unless a deadline is set for acceptance of the offer. Only by written (order) confirmation of NESSILE PRODUCTS BV or by actual execution by NESSILE PRODUCTS BV, an agreement has been made.
2. All indications in offers, bids or contracts and its annexes, such as illustrations, drawings, dimensions, weights, colors and returns and also the properties of any given test specimen are merely indicative. Minor deviations are therefore not at the expense and risk of NESSILE PRODUCTS BV.
3. Obvious spelling mistakes or errors in the offers of NESSILE PRODUCTS BV relieve her of the duty to fulfill and / or any liabilities for damages arising therefrom, even after the conclusion of the agreement.

**3. Implementation of the agreement (sale)**

1. Unless otherwise agreed delivery takes place ex-works at a location to be determined by NESSILE PRODUCTS BV. If the customer refuses to take delivery at the agreed time or fails to provide information or instructions necessary for delivery, NESSILE PRODUCTS BV is entitled to store the goods at the expense and risk of the customer.
2. Goods are considered as delivered once NESSILE PRODUCTS BV its customer has been informed that the goods, whether or not yet to be assembled partly or fully, by NESSILE PRODUCTS BV or a third waiting to be picked up by the customer or on behalf of the client to be sent. From the time of delivery, the goods become to the customer's risk.
3. If the parties expressly agree that NESSILE PRODUCTS BV provides the transport of the products, both the costs and the risk of loss or damage in transit to the customer's account.
4. The indication of delivery times in offers, agreements or otherwise by NESSILE PRODUCTS BV always done in good faith and these periods will as far as possible

be observed, but they are not binding.

#### **4. Price**

1. All prices are in euros and are exclusive of VAT and other levies imposed by the government. Any impairment charge relating to the import and / or clearance by NESSILE PRODUCTS BV to deliver the customer items are not included in the price and are therefore charged to the customer.
2. The amounts shown in the offers of NESSILE PRODUCTS BV are based on the during the offer existing prices, exchange rates, wages, taxes and other relevant factors for the price level. If after the (order) confirmation one or more of these factors should change, NESSILE PRODUCTS BV is entitled to the agreed price accordingly. If the price under this paragraph should be increased, and the increase exceeds 10% of the total agreed amount, the customer has the right to terminate the contract in writing within eight days after it is or could be familiar with the price increase.

#### **5. Payment**

1. Payment must be made before the delivery of the good. The customer is not entitled to set off any claim on NESSILE PRODUCTS BV with the amounts charged by NESSILE PRODUCTS BV.
2. NESSILE PRODUCTS BV retains the right to deliver and invoice delivered a partial delivery.
3. Payment is made by payment or transfer to a bank account designated by NESSILE PRODUCTS BV. NESSILE PRODUCTS BV has the right to both before and after to demand the formation of the contract security for the payment or advance, under suspension of the implementation of the agreement by NESSILE PRODUCTS BV until the security has been provided and / or the payment by NESSILE PRODUCTS BV is received. If payment would be refused NESSILE PRODUCTS BV is entitled to terminate the contract and the customer is liable for the resulting NESSILE PRODUCTS BV for consequential damages.
4. NESSILE PRODUCTS BV is entitled to the delivery of products it has in its possession for the client in connection with the execution of the work agreed to suspend until all are paid in full payments by the customer to NESSILE PRODUCTS BV.
5. If payment is not made on time, the customer is legally in default without any notice being required. The customer is NESSILE PRODUCTS BV from then interest on the outstanding amount of 2% per month.
6. In case after the expiry of one is not received payment additional payment term established formal notice, the customer is a penalty equal to 10% of the customer to NESSILE PRODUCTS BV principal sum including VAT with a minimum of € 250,00 per violation, whether NESSILE PRODUCTS BV has incurred extrajudicial collection costs and without prejudice to NESSILE PRODUCTS BV to claim damages.
7. Without prejudice to any other rights of NESSILE PRODUCTS BV pursuant to this Article, the customer towards NESSILE PRODUCTS BV is obliged to compensate the costs of collection which NESSILE PRODUCTS BV has incurred, and which go beyond sending a

single summons or just doing a - not accepted - settlement proposal, requests for simple information or the usual manner compiling the dossier. These costs are determined on the basis of the currently applicable guidelines for courts in the Netherlands.

8. Article 6:92 BW does not apply regarding the exclusion penalty clause included in this article.

## **6. Warranty**

1. If by NESSILE PRODUCTS BV to the customer guarantee is provided for the delivered or deliver services or products, they will be so expressly in writing to the customer. In the absence of such an express written notification to the customer can guarantee no appeal, without prejudice to the legal rights arising from mandatory law.
2. If an apply on the guarantee of the customer would be valid NESSILE PRODUCTS BV will the to deliver products -to the choice of NESSILE PRODUCTS BV- restore or still deliver as agreed, unless this has become demonstrably useless for the customer. If NESSILE PRODUCTS BV announces that it will proceed to repair, the customer will again make available the products, at its own expense and its own risk, to NESSILE PRODUCTS BV.
3. Any and all warranty obligations NESSILE PRODUCTS BV lapse if errors, defects or imperfections in respect of those products result from incorrect, careless or improper use or management by the customer or third parties engaged by the customer or if they result from a external causes such as fire or water damage, or if the customer or a third party without the consent of NESSILE PRODUCTS BV has made has let made changes to the goods delivered by NESSILE PRODUCTS BV.

## **7. Complaints**

1. Any complaints about a product supplied, are to be communicated immediately by the customer to NESSILE PRODUCTS BV written and motivated. If 10 days after delivery of the goods have passed, the customer can no longer justified complain, unless the defect at the time of delivery in a careful and timely check would not have been visible. In that case, the customer shall inform NESSILE PRODUCTS BV, within 10 days after the lack of customers has become known or could have known of the defect in writing and motivated about the defect.
2. Without the prior written consent NESSILE PRODUCTS BV is not obliged to accept returns of the customer. Acceptance of returns does not in any way imply recognition NESSILE PRODUCTS BV of the reason given by the customer to return. The risk in respect of returned goods remain with the customer until the products are credited by NESSILE PRODUCTS BV.
3. If the customer calls on any agreed guarantee but that action then appears unjustified, NESSILE PRODUCTS BV has the right to charge to the customer the work and cost of research and convalescence which from her side have resulted, in accordance with its usual rates with a minimum of € 100.00.

## **8. Retention**

1. All by NESSILE PRODUCTS BV delivered and to be delivered products remain at all

times the property of NESSILE PRODUCTS BV as long as the customer will not have paid any claim NESSILE PRODUCTS BV, of which in any case the claims referred to in Section 3:92, paragraph 2 of the Civil Code.

2. The customer is obliged to keep the goods delivered under retention of title with due care and as recognizable property of NESSILE PRODUCTS BV.
3. As long as the ownership has not been transferred to him the customer is not entitled, to pledge under retention delivered goods to third parties, or otherwise encumber or partially or transfer those goods, unless the transfer takes place to exercise the usual business of the customer.
4. If the customer fails to fulfill its payment obligations or NESSILE PRODUCTS BV has good reasons to fear that the customer will fail in these obligations, NESSILE PRODUCTS BV is entitled to take back the goods delivered under retention. The customer will at all times NESSILE PRODUCTS BV provide free access to its grounds and / or buildings to inspect the goods and /or the exercise of the rights of NESSILE PRODUCTS BV. After recovery, the customer will be credited for the market value, which can not in any case exceed the original price the customer with NESSILE PRODUCTS BV agreed, less the costs incurred for NESSILE PRODUCTS BV from the reversal.
5. Goods sold and delivered by the customer to NESSILE PRODUCTS BV are the property of NESSILE PRODUCTS BV from the moment of delivery. Already paid and not yet delivered goods are considered to be owned by NESSILE PRODUCTS BV 14 days after payment and must be delivered on first notice. In case of non-deliverance at first notice the agreement will be considered dissolved, and the customer will be obliged to restore the entire amount paid by NESSILE PRODUCTS BV

## **9. Dissolution and termination**

1. The customer is deemed to be in default if he fails to fulfill in time any obligation under the contract, and if the customer does not comply with a written warning to still fully comply within a reasonable term.
2. In case of default of the customer NESSILE PRODUCTS BV is entitled, without any obligation for compensation, and without prejudice, to dissolve the agreement in whole or in part by an authorized written communication addressed to the customer and / or optionally to demand the amount due by the customer to NESSILE PRODUCTS BV immediate in its entirety and / or to establish retention.
3. NESSILE PRODUCTS BV is entitled to terminate the agreement with immediate effect if the customer applies for a moratorium or bankruptcy or whether seized all or part of its assets pending against him. All invoiced amounts are then immediately payable. NESSILE PRODUCTS BV will because of this termination never be liable to pay any compensation.

## **10. Force majeure**

1. NESSILE PRODUCTS BV is not liable if a shortcoming is the result of force majeure. During the period of force majeure of NESSILE PRODUCTS BV's obligations are

suspended. If the period that the fulfillment of the obligations by NESSILE PRODUCTS BV is impossible due to force majeure lasts longer than three months, both parties are entitled to terminate the agreement without judicial intervention, without having any obligation to pay damages.

2. The term 'force majeure' referred to in this Article shall include in any case, unforeseen circumstances, whether of an economic nature, which arose beyond fault of NESSILE PRODUCTS BV, which include severe failure of the service, forced reduction of production, strikes and lockouts, both NESSILE PRODUCTS BV and suppliers, war, hostilities, martial law, mobilization, either in the Netherlands or in any other country where any sites NESSILE PRODUCTS BV or suppliers are located, delays in transportation or delayed or erroneous delivery of goods or materials or components by third parties, including suppliers of NESSILE PRODUCTS BV.
3. If NESSILE PRODUCTS BV in the force majeure already partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled already delivered or to invoice the deliverable part separately and the customer is obliged to pay this invoice as if it were a separate agreement.

## **11. Liability**

1. NESSILE PRODUCTS BV is only liable for damages suffered by the customer, if and to the extent that damage is the direct result of intent or gross negligence of executives of NESSILE PRODUCTS BV.
2. The total liability of NESSILE PRODUCTS BV shall in all cases be limited to compensation for direct damage, wherein the total by NESSILE PRODUCTS BV amount to be paid under shall never exceed any cancellation obligations and compensation for damage to the customer than the maximum amount of the agreed contract price (excluding VAT).
3. NESSILE PRODUCTS BV is not liable for damages if and insofar as the customer has insured or reasonably could have insured himself against the corresponding damage.

## **12. Disputes and applicable law**

1. If uncertainty exists regarding the interpretation of one or more provisions of these terms, the interpretation of that provision or provisions should found "in the spirit" of these terms and conditions.
2. Any agreement with NESSILE PRODUCTS BV is governed by Dutch law. Foreign laws and treaties, including the Convention of the United Nations Convention on the International Sale of Goods of April 11, 1980 (CISG) are excluded.
3. Any disputes relating to this agreement or arising from this contract will be settled in the first instance exclusively by the competent court in the district where the NESSILE PRODUCTS BV at the time of the conclusion of this agreement is established.