

GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT

1. With the exclusion of any other terms and conditions, these General Conditions of Sale, Delivery and Payment (the "Conditions") shall apply to all offers, orders and agreements in which Barentz BV (hereinafter called "Vendor") acts as seller or supplier, unless any other provisions have been accepted in writing by Vendor. By placing an order, Purchaser relinquishes his conditions of purchase. Vendor explicitly rejects the applicability of such purchase conditions. All offers are made free of engagement. Purchaser's order shall be deemed being an irrevocable offer to enter into an agreement. Any agreements shall be binding upon Vendor only if and to the extent they have been confirmed in writing by Vendor. The agreement will enter into force as of the date Vendor's written confirmation thereof is sent to Purchaser.
2. The times of delivery shall not be binding. The way of delivery shall be agreed upon between Purchaser and Vendor and shall be performed in accordance with the provisions of the most recent Incoterms applicable to the relevant way of delivery. The goods shall be transported at the risk and for the account of Purchaser. If Purchaser does not accept the goods, Vendor may store them at the risk and for the account of Purchaser. The goods may be delivered and invoiced in instalments.
3. As regards the quantity of goods to be delivered, Vendor reserves his right to deviate therefrom up to 5 percent (upwards or downwards).
4. Payment shall be made within eight days after the date of invoice, without any discount and in the currency in which the goods are invoiced. In deviation from the term of payment agreed upon, Vendor reserves the right to deliver C.O.D. or demand advanced payment in which event the Purchaser is obliged thereto, if in Vendor's opinion such way of payment is required considering the financial position of Purchaser, which shall be the case if, among other things, Purchaser does not strictly meet his obligations to Vendor or any other supplier and if any of Purchaser's assets are attached.
5. Vendor shall be entitled to pass on to Purchaser, by a corresponding adjustment of the selling price, any increase in his purchase prices, changes in exchange rates, import duties and all other external circumstances increasing the cost price, arising after the conclusion of the purchase agreement.
6. If Purchaser does not (properly or timely) fulfil any of his duties vis à vis Vendor, he will immediately be in default towards Vendor and Vendor shall be entitled, without any summons or judicial intervention being required, to dissolve the agreement and any other purchase agreements not yet completed, without prejudice to Vendor's further rights arising from any agreement and/or the law.
7. Without any prejudice to the provisions of article 6 and without any prior demand or notice of default being required, Purchaser shall be due to Vendor the interest equal to the legal interest applicable under Dutch Law increased by two (2) percent for each year, calculated from the day on which the payment should have been made up to and including the day of settlement.
All expenses made by Vendor for the preservation of rights and for the collecting of any amounts due by Purchaser shall be for Purchaser's account. Without prejudice to the right to be recovered for those expenses in full, the expense of recovery in court shall be deemed being at least 15 percent of the claim on Purchaser, with a minimum of € 250,-
8. In case of force majeure on Vendor's part, Vendor may either dissolve the agreement or suspend the performance of his obligations under the agreement until the force majeure has ended. As force majeure on Vendor's part shall be regarded, among other things, any strike, lock-out, fire, obstruction in traffic, shortage of raw materials, materials or labour, mobilization, war, restriction of import and export and/or any government measures preventing or impeding the performance by Vendor of the agreement, and also any non performance or termination of agreements by Vendor's suppliers and any difficulties in the transportation or storage of the goods sold. When asked, Vendor shall inform Purchaser whether he chooses dissolution or suspension in the event of force majeure. If Vendor chooses for suspension, he shall be entitled to change his choice afterwards into dissolution, subject to notice of his decision being given to Purchaser. Vendor shall not be liable for any loss caused by the dissolution or suspension. If Vendor can only make partial delivery as a consequence of force majeure, he shall be entitled to do so.
9. Any claims based on any possible incorrect execution of orders, and/or any alleged defect to the goods delivered, must be made in writing within eight (8) days from receipt of the goods after which the right to issue any claim in this respect will be expired. Claims related to non-apparent defects to the goods must be submitted in writing within eight (8) days as of the date on which they became manifest. If the claims are considered to be well-founded and are not the result of force majeure on the part of Vendor, Vendor will have the obligation to, at his option, either repair or replace the goods without charge. Vendor shall not have any further liability or be liable for damages in respect of incorrect delivery or defects. No claim shall entitle Purchaser to dissolution of the agreement or suspension of any obligation under the agreement. Any return of goods shall be for account and at the risk of Purchaser and will be permitted only with Vendor's prior written consent.
10. The Purchaser is obliged to inspect the type and quantity of the goods immediately upon delivery of the goods on his premises to ensure they conform with Vendor's written confirmation. In case of non-observance of this obligation, Purchaser's right to claim incorrectness of the type and/or quantity of the goods and Vendor's liability in this respect shall immediately expire. If Purchaser does not report to Vendor any deviation of the type and/or quantity of the goods from the agreement within two (2) days after the inspection, the type and quantity of goods delivered will be deemed in accordance with the agreement.
11. In case the goods are manufactured according to drawings, models, samples or any other directions in the widest sense of the word, received from Purchaser, Purchaser undertakes to keep Vendor fully indemnified against any claims of third parties based on the infringement of any trademark, patent, trade or consumer models or any other right of third parties, by manufacturing and/or supplying of such articles. If any third party objects to the manufacturing and/or supply of the goods referred to on the grounds of any alleged right, Vendor shall unconditionally be entitled to immediately cease the manufacturing and/or supply and to demand compensation for the expenses incurred, without prejudice to any claims for possible damages against Purchaser and without Vendor being liable vis à vis Purchaser on any account whatsoever.
12. Purchaser declares that he is aware of the qualities of the products supplied to him and also of all legal regulations relating to the goods supplied, to which he as a buyer is bound. In the storage, resale, transportation and use of and all further acts involving the goods supplied, Purchaser undertakes to strictly observe the relevant legal regulations and Vendor's instructions with respect thereto.
13. Vendor shall not be responsible for the suitability of the goods for the purposes given thereto by the Purchaser.
14. Except in the event of gross negligence or intent on the part of Vendor or his employees, Vendor shall not be liable for any damages of Purchaser. Vendor's liability vis à vis Purchaser will in any event be limited to the nett purchase price, excluding V.A.T., of the relevant goods. If and to the extent a third party is bound to indemnify Vendor for any claim of Purchaser against Vendor, any limitation of such third party's liability, enforceable between that third party and Vendor, shall also apply between Vendor and Purchaser. Vendor shall never be liable for indirect damages suffered by Purchaser or third parties, among which consequential damages, environmental damages, damages caused by delay and loss of profit. Purchaser shall keep Vendor fully indemnified against all consequences, whatever they may be, of any claims which might be enforced against Vendor by Purchaser's customer in respect of the goods purchased.
15. All goods delivered shall remain the property of Vendor until Purchaser has met his liabilities, including interest and expenses, arising from the purchase agreement and any other agreements already concluded or yet to be concluded.
16. Purchaser shall not transfer to any third parties his rights arising from the transaction with Vendor, without Vendor's written approval.
17. Any and all disputes shall be subject to the exclusive jurisdiction of the competent Court of Amsterdam.