



GENERAL TERMS OF SALE AND DELIVERY KEMPEX HOLLAND B.V.

1. SCOPE AND VALIDITY

1.1 All offers, agreements and deliveries from Kempex Holland B.V. ("Seller") shall be subject to the terms of sale and delivery below, unless specifically derogated from by written agreement.
1.2 Buyer's indication of special terms in an order etc. shall not be considered derogation from the terms below, unless specifically accepted by Seller in writing.

2. OFFER/ORDER

2.1 Agreement between Buyer and Seller shall not be considered entered into until Seller has forwarded an order confirmation. Any objections of Buyer against the contents of the order confirmation shall be in writing and shall be submitted to Seller no later than two working days after the date of the order confirmation.
2.2 Annulment or change of an order shall be subject to Seller's approval in writing. Buyer shall compensate Seller for its costs and loss due to an annulment or change.

3. PRICES

3.1 All Seller's prices are exclusive of the VAT rate in force at the time in question and other duties.
3.2 Documented changes in customs duties, taxes, duties or other costs included in Seller's prices or which constitute an increase hereof, and which take effect subsequent to Seller's forwarding of the order confirmation or offer and which increase Seller's prices, shall be charged to Buyer as an increase of Seller's prices.
3.3 Seller reserves the right to revise prices in connection with price increases, strikes, lockouts and other circumstances beyond Seller's control, ref. clause 9.

4. PAYMENT

4.1 Unless otherwise specifically agreed, the purchase price shall be due for payment no later than 14 days from the invoice date.
4.2 Seller reserves the right to change the agreed payment terms in case Buyer's ability to pay is impaired subsequent to the conclusion of the agreement.
4.3 In case Buyer fails to pay the purchase price on time, Seller may charge default interest as of the due date in accordance with the Dutch Interest Act.
4.4 Buyer shall not be entitled to retain any part of the purchase price as security for the performance of any counterclaims concerning other deliveries, and such retention will be considered a material breach of the agreement.

5. DELIVERY

5.1 Delivery to Buyer shall take place from Seller's address regardless of whether delivery is handled by Seller itself, Seller's employees or a third party in accordance with separate agreement with Buyer.
5.2 Times of delivery are indicated specifically and are subject to confirmation unless otherwise agreed and confirmed by Seller in writing.
5.3 If necessary, Seller is entitled to postpone the agreed time of delivery by up to 30 days from the expiry of the fixed time of delivery provided that Seller notifies Buyer of such postponement prior to the fixed time of delivery.
5.4 When the Buyer is supposed to call off the goods under the contract, he has the duty to inform the seller of such things as date of delivery and location of delivery. In case Buyer has not called off the goods within the agreed time of delivery, Seller is entitled to compensate for default interest, insurance and storage fee.

6. DUTY OF INSPECTION

6.1 In accordance with the Dutch Sale of Goods Act, Buyer shall make the necessary inspections in order to establish any defects immediately upon receipt of the goods.

7. COMPLAINTS

7.1 Buyer shall notify Seller directly in writing without undue delay of any defects once these are discovered or should have been discovered. The same applies in case of complaints of quantity difference. The notice must include a specification of the defect.
7.2 If Buyer fails to notify Seller of a defect within the terms stipulated, Buyer forfeits its right to present such complaint about the defect.
7.3 If Buyer files a complaint, Buyer shall not be entitled to dispose of the product delivered or return this to Seller without Seller's written approval. If Buyer has complained about the product and it is concluded that the liability of such defect is not Seller's, Seller shall be entitled to compensation for the work done and the costs incurred as a result of the complaint.
7.4 Complaints about invoice specifications must be submitted in writing without undue delay and no later than 8 days after receipt of the invoice in case of deliveries within EU and not later than 30 days after receipt of invoice in all other cases, in any event, however, before the merchandise has been processed.

8. LIABILITY

8.1 Seller's liability for defects is limited to a replacement delivery.
8.2 Seller assumes no liability for whether the goods delivered fit the purpose for which they were intended by Buyer or for the lawful application of the goods for the purpose intended by Buyer.
8.3 Seller shall not be liable for any defects or shortcomings due to wrongful handling, transport, storage or other neglects on the part of anyone other than Seller.
8.4 Seller's liability is limited to direct loss. Compensation for operating loss, loss of earnings and consequential damage cannot be claimed, and no complaint may exceed the amount invoiced for the delivery concerned.
8.5 Seller shall not be liable for other defects than those provided by this clause. This limitation of Seller's liability shall not apply in the event that Seller has acted with gross negligence.
8.6 A delay in delivery shall not entitle Buyer to exercise any remedies of breach.
8.7 In case of a substantial delay, Buyer may choose between cancelling the order and requiring that the agreement be completed at a new delivery date. However, Buyer shall not be entitled to compensation.

9. FORCE MAJEURE

9.1 Neither Seller nor Buyer shall be entitled to compensate or to terminate the Agreement in case of non-performance provided that this is due to force majeure.
9.2 Force majeure exists where a party or its subcontractor is prevented from performing this Agreement or any agreements attached hereto as a result of war, civil war, rebellion, public restrictions, import or export bans, natural disasters, including but not limited to earthquakes, storm surges, extensive floods, tornadoes, volcanic eruptions as well as extensive labour disputes, fires or the like that neither should nor could have been foreseen by the parties at the time when this Agreement was concluded.

10. PRODUCT LIABILITY

10.1 Seller is not liable for damage to real or personal property in case of damage caused by the product delivered. Seller is only liable for personal injury to the extent that it may be documented that the damage is due to errors or omissions on the part of Seller.
10.2 Seller shall not be liable for any indirect loss as a result of operating loss, loss of earnings or any other consequential damage.
10.3 To the extent that Seller is assigned product liability with respect to a third party, Buyer shall indemnify Seller to the same extent that Seller's liability is limited according to the above provisions. If a third party presents a claim for damages against either of the Parties under this provision, such Party shall notify the other Party thereof.

11. RETENTION OF TITLE

11.1 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Seller until the Seller has received payment in full price of (a) all goods and/or Services the subject of the Contract and (b) all other goods and/or Services supplied by the seller to the Buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contract between the seller and the Buyer.

12. GOVERNING LAW AND VENUE

12.1 Any disagreement or dispute between the Parties as to the interpretation and scope of these terms of sale and delivery shall be settled by the City Court of 's-Hertogenbosch in pursuance of Dutch law.

12.2 The Parties shall be mutually obligated to accept that an action be brought against them before the court of law or arbitration tribunal that hears compensation claims submitted by a third party against either of them regarding product liability.

These general terms of sale and delivery were registered with the Chamber of Commerce in 's-Hertogenbosch in February 2016.