

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Section 1: General

- A. These general terms and conditions of sale and delivery shall be applicable to all sale and mail-order activities, offers and quotations of International Distributors B.V. as well as to all purchase and sale agreements arising from these and to work and/or services arising from the said purchase and sale agreements connected to this either directly or indirectly.
- B. The applicability of terms and conditions other than these terms and conditions shall be excluded. Deviation clauses and/or intermediate stipulations in respect of these terms and conditions shall only be valid should they be accepted in writing by International Distributors B.V. and shall be valid exclusively for the agreement to which these clauses/stipulations apply. Should these terms and conditions be in conflict with those of any other party, these terms and conditions shall prevail.
- C. International Distributors B.V. reserves the right to adapt and/or supplement the general terms and conditions of sale and delivery.
- D. Should a court with jurisdiction deem any provision of these general terms and conditions of sale and delivery to be null and void or otherwise not binding, the remaining provisions of these general terms and conditions of sale and delivery shall remain in full force.

Section 2: Offers

- A. All offers made by International Distributors B.V. shall be made without commitment, without prejudice and subject to contract. Descriptions in the catalogues or other literature of International Distributors B.V. in the broadest sense of the word are as accurate as possible, but shall not bind International Distributors B.V.**
- B. Agreements between International Distributors B.V. and buyers shall be deemed to be concluded only if and in so far as these have been accepted by International Distributors B.V. International Distributors B.V. shall be entitled – within its normal business operations – to accept or refuse offers. A buyer's order for products from International Distributors B.V. shall be deemed to be accepted unless International Distributors B.V. informs the buyer in writing within 10 days of receiving the order that the order is not accepted. The buyer shall not be permitted to cancel the agreement of sale once it has been accepted by International Distributors B.V.**

Section 3: Prices

- A. Agreements shall be implemented on the basis of the prices valid on the day of delivery of goods to the delivery address provided by the buyer, excluding the additional transport costs charged by International Distributors B.V. for transporting the goods to the delivery address provided by the buyer.

- B. Where there are factors resulting in price increases after conclusion of the agreement, irrespective of the reason and origin, the costs thereof may be passed on by International Distributors B.V. to the buyer. These factors resulting in price increases shall inter alia include:
Prices of materials and auxiliary materials, energy and freight, insurance premiums, fluctuations in the currency, taxes, duties, national insurance contributions, wages and salaries.
The buyer shall be entitled – should he be disadvantaged by a change in prices – to cancel the order made by him, in so far as no start has been made on implementing the order, within 8 (eight) days of notification of the intended changes, unless these are as a result of government measures.
- C. Should the buyer not make a complaint in writing to International Distributors B.V. within 14 days of the date of invoice, the buyer shall be deemed to have accepted the purchase price charged to him as well as the packaging insurance and transport and documentation costs which may be charged to him.
- D. The prices stated in the catalogues and/or other literature of International Distributors B.V. are exclusive of VAT and, in so far as this is applicable, exclusive of excise duty.

Section 4: Delivery

- A. General
Unless expressly agreed to the contrary, stated delivery and performance dates shall be approximate dates. In case of overdue delivery or implementation, International Distributors B.V. shall consequently be given written notice of default.
- B. Delivery within the Netherlands
Delivery of the goods shall take place at a domestic delivery address of a remover/haulier given by the buyer, provided that the removal company/haulier company established there has customs facilities which comply with the terms and conditions provided by International Distributors B.V. and provided that the buyer has discharged his payment obligations in respect of International Distributors B.V. in full.
- C. Deliveries outside the Netherlands
Delivery of goods, unless otherwise stipulated by the buyer in writing and accepted by International Distributors B.V. shall be made on a c.i.f. basis, ie inclusive of packaging, insurance and transport costs in respect of transporting the goods to the delivery address given by the buyer.
These costs shall be charged to the buyer by International Distributors B.V. in addition to the selling price.
- D. International Distributors B.V. shall not be responsible for the choice of haulier and insurer or for his solvency. This shall apply to delivery within as well as outside the Netherlands.

Section 5: Guarantee

Only the guarantee conditions of the manufacturer shall be applicable to the goods delivered by International Distributors B.V.

International Distributors B.V. shall accept no liability whatsoever during as well as after the guarantee period; International Distributors B.V. shall also not be responsible for any consequential losses arising from the non-fulfilment of an explicit or implied warranty, including damages to property and personal injury.

All guarantees other than the guarantee conditions of the manufacturer, either oral, implied or otherwise, shall be invalid and the buyer shall not be entitled to make claims under these, subject to the contents of Section 6, subsection D.

Section 6: Risk and Liability

A. Risk in terms of damages to or loss of his goods shall pass to the buyer at the moment when International Distributors B.V. has delivered the goods to the delivery address in the Netherlands given by the buyer, or in the case of delivery outside the Netherlands, from the date of dispatch of the goods by International Distributors B.V. The buyer may insure the goods against the risk of damage or loss with International Distributors B.V. or by means of terms and conditions to be clarified further by International Distributors B.V.

B. A consignment note, delivery note or a similar document provided at the time of delivery of the goods, shall be deemed to accurately represent the quantity and/or composition of the delivered goods.

C. The buyer shall, under penalty of cancellation of any right to compensation, be obliged:

- 1. in respect of delivery to a domestic delivery address which conforms to the requirement stated in Section 4, subsection B, to inform International Distributors B.V. in writing of possible shortages of delivery within 8 days of delivery of the goods to the aforementioned address;**
- 2. in respect of delivery of goods to a delivery address given by the buyer which is situated outside the Netherlands, but still in Europe, to inform International Distributors B.V. in writing of possible shortages of delivery within 30 days of the date of dispatch of the goods;**
- 3. in respect of delivery of goods to a delivery address given by the buyer which is situated outside Europe, to inform International Distributors B.V. in writing of possible shortages of delivery within 60 days of the date of dispatch of the goods.**

D. International Distributors B.V. shall be liable only for damages suffered by the buyer during or after execution of the work, if these were caused intentionally or by gross negligence by International Distributors B.V., one of its managerial staff or by a third party employed by International Distributors B.V. International Distributors B.V. shall accept no liability whatsoever for any perishable goods.

E. The timely notification of shortages of delivery by the buyer to International Distributors B.V., shall not give the buyer the right to defer payment for goods already delivered by International Distributors B.V.

Section 7: Payment

A. Payment shall be made in Euro currency, before delivery, however, in each case within 14 days of the date of invoice, without deduction of any discount, set-off or compensation, by transfer of the amount owed by the buyer to bank account no. 68.71.14.187 of the ING Bank or Post Bank no. 3639196.

B. International Distributors B.V. shall be entitled, at its own discretion, to demand payment in advance of the whole or partial purchase price, for example (full) payment at the time when the order is placed.
In addition, International Distributors B.V. may, at its own discretion, require security for payment.

C. Should payment not take place within the above-mentioned period or within a period determined by mutual agreement between the parties, the buyer shall be in default ipso jure and shall owe interest on the outstanding amount, equal to the statutory interest rate plus 3%.

This interest shall be payable without any further demand for payment by International Distributors B.V. being necessary.

Furthermore, the buyer shall then be obliged to settle the extrajudicial costs for collection of the invoice amounts due in accordance with the rate of the Netherlands Bar.

The payments received after the buyer has been in default shall be used to reduce the interest and costs due.

D. Payments to employees of International Distributors B.V. shall only be valid if the employee in question has an authorization for collection or holds power of attorney, as evidenced by a written supporting document.

Section 8: Dissolution, Suspension

A. International Distributors B.V. shall be entitled, without judicial intervention and at its own discretion, to dissolve or suspend the agreement wholly or partially and shall therefore not be obliged to deliver in the following cases:

B. should the buyer in the opinion of International Distributors B.V. appear not to be creditworthy;

C. should the execution of the agreement be delayed, whether or not as a direct result of the actions or omission of the buyer and/or of a third party acting on his behalf in respect of the execution of the agreement;

D. should the buyer not fulfil his obligations in respect of International Distributors B.V., or should there be reason to believe that he will not do so, in which case International Distributors B.V. may demand fulfilment of these obligations, payment in advance or cash payment and/or security of payment;

E. should International Distributors B.V. be unable to deliver, or in their opinion be unable to deliver in good time, the goods ordered by the buyer;

F. should the goods be lost.

Neither of the parties shall, in the above-mentioned cases, have the right to compensation as a result of non-delivery, with the exception of the contents of D, should it be the case that the buyer is liable for damages in respect of International Distributors B.V.

Section 9: Return Shipment

A. Delivered or accepted goods shall not be taken back by International Distributors B.V., unless International Distributors B.V. has expressly granted permission for this in writing.

Section 10: Retention of Title

A. The delivered goods shall remain the property of International Distributors B.V. until the buyer has fulfilled all his obligations in respect of International Distributors B.V. – of whatever nature – including payment of possible interest and costs.

B. Should the buyer be in default in fulfilling his obligations, International Distributors B.V. shall have the right to regain possession of the goods delivered by them, which shall be made possible by the buyer, without any warning or notification of default being required; they shall furthermore be entitled to retain the goods of the buyer which they are holding until such time as the buyer has fulfilled all his obligations.

C. The costs incurred by International Distributors B.V. for regaining the possession of its goods and/or for retaining the goods of the buyer, shall be borne by the buyer. Should the same type of goods be delivered by International Distributors B.V. and one or more invoices remain unpaid while other invoices were indeed paid, the goods in the possession of the buyer shall be deemed to be unpaid notwithstanding evidence to the contrary by the buyer.

Section 11: Force Majeure

A. It shall be deemed to constitute force majeure on the side of International Distributors B.V. should International Distributors be prevented from fulfilling its obligations or the preparations thereof as a result of circumstances beyond the control of International Distributors B.V., including should the suppliers of International Distributors B.V. fail to comply with their obligations and the refusal or withdrawal of the required permits or licences.

Furthermore, force majeure shall also be deemed to exist in respect of all events or circumstances, including any intervention by the state, as a result of which reasonable fulfilment or non-timely fulfilment of the obligations of International Distributors B.V. cannot be expected, also in respect of strikes and lockouts in the company of International Distributors B.V. and/or suppliers, transport problems, disturbances in the energy supply, war and mobilization. The agreement shall remain unaffected by temporary force majeure, unless International Distributors B.V. still wishes the agreement to be dissolved.

Section 12: Applicable Law and Court with Jurisdiction

A. Only Dutch law shall apply to all offers of International Distributors B.V. and to the agreements arising from these offers.

B. All disputes, including those deemed to be disputes by only one party, which may arise as a result of the offer of International Distributors B.V. and/or the agreements arising from this offer, shall, excluding any other court, be judged only by the court with jurisdiction, being the court in the district of Utrecht.

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