

## DELIVERY CONDITIONS

General Delivery and (sub)contracting conditions of DL Plastics B.V. , established in Sint Annaparochie

### General Section

#### Article 1. general

- 1.1 These conditions are applicable to all offers, order confirmations, contracts, commissions, acceptances, transactions, deliveries, activities, payments and such in relation to products delivered by us and services provided by us, such as within the compass of (sub) contracting work.
- 1.2 Each time "customer" is being mentioned in these conditions, the customer as such is meant as the person who buys our products or hires us for services, no matter what underlying agreements or acts in law have been agreed to. By "order" in these conditions is meant the wish of the customer for as far as this is accepted by us.
- 1.3 When in these conditions consumer is referred to, it is meant the customer, a natural person not acting on behalf of a company, or in the execution of an occupation or profession.
- 1.4 Stipulations added or adjusted manually or mechanically by us will precede the printed stipulations of these conditions. Also written agreements made after the realization of the conditions in accordance with the agreement or act in law will precede the stipulations of these conditions.
- 1.5 Oral agreements or agreements made by telephone will only be considered as binding when they have been confirmed by us in writing.
- 1.6 Additional and/or deviating conditions - among which purchasing conditions are included - of the customer are never applicable on agreements made by us, unless we accepted them explicitly in writing, in which case these conditions will be in force and will prevail in case of contradictions.

#### Article 2. quotation / order

- 2.1 Our quotations are merely informative and do not bind us. Only after we have accepted an order in writing will we be bound.
- 2.2 In case order and acceptance c.q. order confirmation differ amongst each other, merely that part to what we have agreed to in the acceptance c.q. order confirmation will bind us.
- 2.3 Pictures, catalogues, drawings, sketches, technical descriptions, dimensioning, weight statements, reports, models and other dates provided by us with regard to the appearances or the state of the products to be delivered as well as with regard to the nature of the service to be provided by us, merely give a general representation of the affairs and do not bind us.
- 2.4 Modifications instructed during the carrying out of the order - including additional or less work - will have to be agreed upon in writing by both customer and us, and will not be carried out by us when customer is in default.
- 2.5 We reserve the right to contract out to third parties parts of the order. In case the customer is a consumer, we will be responsible and answerable for the work of the third party.
- 2.6 In case of precise, technical demands (dimensioning, form, strength of the material and such) customer needs to hand over detailed drawings and accompanying dates to us. In case of default, we will be able to either suspend our obligations or dissolve the agreement. The customer is to answer for the correctness of the dates handed in. Damages that occur as a

result of incorrectness of the dates are for account of the customer.

#### Article 3. prices

- 3.1 All prices mentioned in our quotations are exclusively applicable to the quantities stated and services described.
- 3.2 If, after the date of acceptance of the order, (a) prices of our suppliers change and/or (b) the euro re- or devalues and/or (c) taxes, social charges, import duties, freight costs and such change, we will be entitled to change our prices towards the customer accordingly. In case the customer is consumer, we will fulfil the agreement and adhere to the prices in it mentioned within three months of the agreement or, in case of an earlier price increase, customer will have the right to dissolve the agreement.
- 3.3 Unless something different has explicitly been agreed to in writing, the prices stated by us are excluded of V.A.T., import and export duties, other kinds of taxes, duties, impositions and rights.
- 3.4 Besides the costs of the products or services to be provided, transport -, travel -, insurance costs and such will be charged to the customer.

#### Article 4. delivery time / time of installation

- 4.1 The delivery term for goods or carrying out services will be stated in a reasonable and fair time as well as by approximation, though is not binding, unless something else has been explicitly agreed to.
- 4.2 In case the mentioned delivery or execution date stated in art. 4.1 has been exceeded – due to circumstances beyond our control or any other cause whatsoever – will only then give the customer right to adjournment and dissolution, with or without additional right to indemnity, in case a period of six months after the coming about of the circumstances beyond our control or any other cause has expired. This stipulation is not applicable to customers who are consumers for as far their right to dissolution or adjournment is restricted or excluded.

#### Article 5. (temporary) circumstances beyond our control

In case an agreement cannot be fulfilled due to circumstances beyond our control, the customer will be free to dissolve the agreement, unless the circumstances are only temporary and last no longer than six months, or in case the circumstances have as a consequence that a non essential part of the agreement cannot be executed.

#### Article 6 ownership reservation

- 6.1 We reserve the right to own all the goods delivered to the customer, for as long as the customer has not fully settled all his/her payment obligations towards us on account of the closed agreements. Including debts concerning the shortcomings in the fulfilments of these orders.
- 6.2 As long as the customer is not owner yet of the goods, the customer is not authorized without our preceding consent in writing to alienate, encumber or in any other way dispose over the goods, other than in the normal way of conducting activities on behalf of the customer's company.

- 6.3 All delivered goods will transfer of ownership from us to customer when all debts stated in 6.1 have been fulfilled, with the reserve of an unpropertied lien on these goods till certainty of all remaining debts or any other demands imposed by the government, whether it is the result of a wrong delivery, in case and for as far this liability will be covered by our insurance, up to the amount of the benefit from the insurance.

#### Article 7 Claims

- 7.1 Under claims is understood the grievances of the customer regarding the delivered goods or performed services or their relating invoice(s).
- 7.2 Claims are to be send in writing and when they have a value of more than € 250,- they will have to be sent by registered post.
- 7.3 Claims about invoice(s) will have to be submitted to us within fourteen days after date of invoice.
- 7.4 Claims about visible or any other perceptible deviations or defects are to be submitted to us within seven days after the delivery of the good or at the end of the carrying out of the service.
- 7.5 Claims about non-visible or any other non-perceptible deviations or defects showing itself to the customer after having used it, are to be submitted within seven days after the deviation or defect (reasonably) has become known to the customer.
- 7.6 Whatever the case may be, no claims can be submitted after expiration of three months after invoice date.
- 7.7 In case of a rightly claim, we reserve the right to repair, c.q. replace the concerning commodity/good with equivalent commodit(ies)/good(s) or to perform the service again.
- 7.8 When the customer sends back the goods of their own accord, they will only be accepted when they are sent carriage paid.
- 7.9 Claims on whatever account will not adjourn the payment obligation of the customer, unless they are consumer.

#### Article 8 Payment

- 8.1 Payment of the invoice(s) will be made by customer within fourteen days after invoice date either at our office or on our banking-account.
- 8.2 When it becomes known to us, during or after the delivery of goods or execution of activities, that the customer finds itself in financial unfavourable circumstances, which might cause uncertainty to fulfilment of his obligations towards us, we will be free to require immediate payment or security. For lack of such we will stop our further deliveries or executions of services whether adjourn and / or take back the goods handed over. In the latter the customer authorizes us to set foot on the places where the goods/materials are. The foregoing lets the execution of the other rights from this agreement and the law unimpeded.
- 8.3 In case multiple deliveries of goods or performances of duties, for which more than one invoice has been sent, take place and an invoice has not been fulfilled according to the above mentioned stipulations of this article, we will be free to adjourn new deliveries of goods or the performance of duties. In case payments fail to come, we can proceed to dissolution of the agreement after a reasonable period of time for as far as it has not been executed yet, unimpeded our remaining rights from the agreement and the law.
- 8.4 All payments have to be fulfilled without deduction or settlements. This stipulation is not valid in case the customer is a consumer who has given multiple orders.

#### Article 9 Default

- 9.1 As soon as the customer does not fulfil an obligation or part of an obligation towards us, not in time or not properly, the customer will be in default without any notification of default having to be necessary.
- 9.2 Also in case of bankruptcy, (provisional) suspension of payment, stoppage or liquidation of the enterprise, decease, modification in legal form, modification of home or business address (without previous announcement) of the customer, as well as distraint chargeable to the customer, the customer is considered to be in default without notification.
- 9.3 As soon as the customer thus is in default, all payable amounts to us are at once and completely claimable. We are also entitled to adjourn our (further) obligation(s) towards customer c. q. dissolve the agreement(s) if necessary to taking back the goods handed over under reservation of ownership (see art. 6). In case of adjournment or dissolution we are not bound to any kind of indemnity. The foregoing stipulations of this article leave our further rights from the agreement or the law unhindered.
- 9.4 The customer owes us the debted invoice amounts plus indemnity for loss of interest of 1% a month – or the percentage of the legal interest in case this is higher – starting from the day of default. Interest over a part of a month will be charged as a full month.
- 9.5 Moreover, customer owes extrajudicial collecting-charges, in case we called in expert help of a third to collect our claim from the customer. The amount of the collection costs will be determined according to the collection tariffs of the Nederlandse Orde van Advocaten (the Dutch Order of Lawyers).

#### Article 10 Guarantee (see also 7 claims)

- 10.1 We guarantee that during a period of six months after date of delivery, that the goods supplied by us can be used for normal purposes, unless explicitly something else has been agreed to in writing. In case of deviant use, customer must have given notice in writing in advance of the agreement, for lack of such we will grant no guarantee.
- 10.2 In case the goods delivered by us are part of a greater whole, the guarantee will become effective when we ourselves install the delivered goods.

#### Article 11. Cancellation

- 11.1 If the customer cancels the order partly or completely, we have a right to 15% compensation of the sales value of the ordered goods on stock for deprived profit, personnel costs and administrative costs. The same arrangement is applicable to an order for performing duties. Cancellation will have to be in writing.
- 11.2 Cancellation an order is not possible when it relates to affairs/goods that will be or are especially manufactured on behalf of the customer's wishes.

#### Article 12 Liability

- 12.1 We will only be held liable for damages suffered by the customer that are directly and exclusively the result of our behaviour or negligence and for which one of us can be blamed. The extent of the damage will be limited by the height of the amount for which we are insured, or according to the customs in our line of business we are supposed to be insured within reason.
- 12.2 In case the insurance company will not proceed to payment, or when the damage is not covered by the insurance, liability will be restricted to the nett invoice value of the delivered.

- 12.3 Liability for damages and its effects is excluded at all times. Liability for damages suffered by the customer or thirds as a result of improper or inexperienced use of goods, delivered by us, is also excluded.
- 12.4 Customer will safeguard us from all claims of thirds for compensation of any kind of damage resulting from the delivery of goods by us.
- 12.5 In case on whatever account we are held liable for compensation of damage, a trifling value of the given order regarding the damage will be accordingly moderated.
- 12.6 In case we do damage to a third through the customer and the third holds us liable, then customer is obliged to safeguard us.

#### Article 13 Indexation

Where in these conditions amounts are expressed in euro's, they will be annually adjusted to the devaluation (2000 = 100)

#### Article 14 Applicable law / disputes

- 14.1 On all our agreements Dutch law is applicable with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention)
- 14.2 All disputes resulting from or coherent with all agreements concluded with us will be submitted to the competent judge of the county court or district court Leeuwarden, for as far as legal stipulations do not oppose these.

#### Article 15 Deposit

These general conditions have been registered with the Chamber of Commerce and Factories in Leeuwarden on 10 february 2010 Number 01085135

#### SPECIAL PART

#### Article 16 Intellectual and industrial ownership

- 16.1 We retain the intellectual and industrial ownership of all our provided goods and or services, such as drawings, inventions, software, designs, quotations, compositions, colours, fabrication, material choice, brands and makes etc. Without our written consent adoption, publicizing, taking over or usage of these mentioned goods/services is not permitted.
- 16.2 For as far as the meant ownership is embodied in goods, including written documents, must be send back to us by first request on penalty of € 5000,- per day. Excluded from this stipulation are goods delivered for which we have attached ourselves.

DL Plastics B.V.  
G. de Lange

