

**General terms and conditions of  
the private company with limited liability Frijters Rijsbergen B.V.**

**1. General provisions, definitions, and applicability**

1. **Purchaser:** the natural or legal person (in terms of civil legislation) that established an agreement with the company Im- en export Frijters Rijsbergen B.V.
2. **User:** the private company with limited liability Frijters Rijsbergen B.V., registered at the Chamber of Commerce, Southern region of Breda, under file number 64246264, located and doing business at the address "Smokstraat 2" at (4891 ZK) Rijsbergen (municipality of Zundert).
3. **Parties:** the parties that establish an agreement.
4. These general terms and conditions are applicable to all offers and to all agreements (buying and selling), established by or with the User.
5. Once these terms and conditions are part of an agreement established between both the User and the Purchaser, they will also be applicable to all future legal relationships between the Parties.
6. Any deviations from these terms and conditions, agreed in any form, do not grant any rights to the Purchaser for future agreements.
7. The general terms and conditions of the Purchaser and/or third parties shall not apply to the agreement between the User and the Purchaser, unless the User has expressly declared otherwise in writing.
8. If any provision of these general terms and conditions comes to be void or destroyed, the remaining provisions shall remain fully enforceable. If any provision comes to be void or destroyed, this provision shall be replaced by a new and valid provision, which should reflect to any possible extent the purpose and meaning of the original provision.

**2. Establishment of the agreement**

1. All quotations/offers of the User are non binding, unless a timespan for their acceptance was mentioned therein. All quotations/offers are valid during the timespan specified therein. If no timespan is specified, the quotation shall be valid up to thirty days after the day on which it was issued.
2. If the non binding quotation is accepted, then the User has the right to revoke the quotation within two business days after reception of the acceptance.
3. The User's offers are based on plans, drawings, calculations, tenders, or implementation directives made available by the Purchaser at the time the enquiry was issued, the correctness of which may be taken for granted by the User. The User shall not accept any liability for damages of any kind, if the User had to base himself on erroneous or incomplete data issued by the Purchaser.
4. If the answer of the Purchaser, with regards to the acceptance of the quotation, diverges on minor points to those included in the quotation, this answer shall be regarded as an acceptance of the quotation and the agreement between parties shall be established, unless the User files his objections against these differences without delay.
5. If an agreement is established, the User may acknowledge the order in writing, which acknowledgment shall be deemed to correctly represent the agreement, unless the Purchaser files any objections without delay.

**3. Prices and circumstances that might increase costs**

1. All quoted and agreed upon prices are exclusive of turnover taxes and other government levies, shipping costs, transport and packaging costs, and any administration costs, unless otherwise specified.
2. Any government levies, as well as costs that User makes in fulfilment of (legal) regulations shall be accounted for separately.
3. Any compound quotation shall not force the User to supply any part of the goods described in the offer or quotation at a corresponding part of the given price.
4. Offers and quotations shall not automatically apply to subsequent orders.
5. Typing errors might occur in quotations and/or offers and no liability is accepted for such errors. Such typing errors cannot and shall not be binding for the User.
6. After the establishment of the agreement, the User may adapt the price without notice, if the cost increase is due to inaccurate data, provided by the Purchaser, which were used in the calculation of the prices.
7. The User is also entitled to pass on any increase of prices if he can prove that, between the date of the offer and the establishment of the agreement, a significant change has occurred, e.g. due to fluctuations of exchange rates, wage increases, prices of raw materials and semi-finished products and even packaging material.
8. If the price increase exceeds 10%, the Purchaser shall be entitled to dissolve the agreement, unless the price increase is the result of a change in the agreement itself or if it was imposed by a legal authority.

**4. Samples and models**

1. If samples or models have been shown or supplied to the Purchaser, then these are deemed do be only indicative and the goods to be delivered do not necessarily have to be identical to those, unless it was expressly agreed that the goods should be identical to those samples and/or models.
2. In the case of agreements regarding real estate property, any mentioning of the surface or other dimensions are also merely indicative, and the delivered property does not necessarily has to yield identical dimensions.

## **5. Delivery/handover and delivery/handover time**

1. All deliveries are ex works/store/warehouse of the User.
2. If delivery is made on the basis of "Incoterms", the "Incoterms" applicable at the time of the establishment of the agreement shall be applicable.
3. The Purchaser must accept the goods when the User delivers or has these delivered at his premises or when these had to be delivered according to the stipulations of the agreement.
4. If the Purchaser refuses the goods or fails to provide information or instructions necessary for their delivery, the User shall be entitled to store the goods at the expenses and risks of the Purchaser.
5. If the goods are to be redelivered, the User shall be entitled to charge any additional delivery costs. These will then be invoiced separately.
6. If the User needs certain data the Purchaser should provide in order to be able to perform the actions specified in the agreement, the delivery timespan shall only start once the Purchaser has provided these data.
7. The specified delivery times/handover times are merely indicative and cannot be regarded as deadlines, unless expressly agreed otherwise. In the event of any delayed delivery/handover, a such delay cannot be considered as a negligent omission.
8. The agreed delivery timespan shall begin on the day after the agreement has been established.
9. The User is entitled to extend the delivery / handover time if, due to force majeure, circumstances controlled by the Purchaser or modifications of the agreement or of the implementation conditions thereof, it cannot be reasonably imposed upon the User to perform such deliveries / handovers within the agreed timespan.
10. The User shall be entitled to make partial deliveries of the goods, unless this is otherwise settled by agreement, or unless no specific value can be associated to such a partial delivery. The User shall be entitled to separately invoice such partial deliveries.
11. If it was agreed that the agreement will be performed in stages, the User can suspend the execution of components belonging to a later stage, until the Purchaser has approved the results of the preceding stage in writing.

## **6. Transfer of risks**

1. The risks of loss or damage of the goods described in the agreement, shall be transferred to the purchaser at the very moment that these are legally and/or physically delivered to the Purchaser and are therefore in his power or in the power of a third party he designated.

## **7. Warranty, examination and complaints**

1. The User guarantees that the supplied goods meet the usual requirements and standards that can be imposed thereon, and that these are free of any deficiencies.
2. The warranty mentioned under point 1. is also applicable if the supplied goods are to be used outside The Netherlands and if the Purchaser has expressly stated this in writing directed to the User, at the time the agreement was established.
3. The warranty mentioned under point 1. is applicable during a period defined in the agreement or in the delivery documents of the supplied goods. In the event such a definition is missing, a warranty period of a maximum of six months after delivery shall apply.
4. For any products that the User acquired from third party suppliers, and which he has merely delivered to the Purchaser, the warranty period shall be limited to the very warranty period granted by the User's supplier.
5. Any form of warranty is excluded if a defect in a product or a service occurs as a result of or arising from: an injudicious or inappropriate operation thereof, incorrect, untimely or omission of cleaning and maintenance, modifications thereof made by the Purchaser and/or a third party, without written approval of the User, or intents of such modifications, additions or attachments of other goods thereon that should not be added or attached thereon, and any use or operation thereof that differs from the intended use or operation.
6. The Purchaser must immediately inspect or have inspected whatever is supplied; goods at the instant these are made available to him or services as soon as the respective activities have been performed. The Purchaser must inspect the quality and/or the quantity of the supplied items and compare these to whatever was agreed to see if the characteristics agreed upon by both parties are met. Any visible defects should be reported to the User in writing, within eight days after the delivery of the goods. Any non-visible defects should be reported to the User in writing as soon as possible, but in any case within fourteen days after their discovery. The notification should contain a detailed description of the discovered defect, in order to allow the User to react accordingly. The Purchaser must allow the User to perform or to have performed reasonable investigation in case of complaints.
7. Even if the Purchaser files a complaint in a timely manner, this should not affect or diminish his payment obligations. In such a case, the Purchaser should still accept and pay all other items he ordered from the User.
8. If a defect is reported beyond the specified timespan, the Purchaser cannot claim any repairs, replacements or indemnities.
9. If it is established that an item is defective, and that a complaint thereof was filed in a timely manner, the User will, at his sole discretion, replace it, arrange the repair of it, or propose a corresponding reimbursement to the Purchaser, within a reasonable timespan after the reception of the return shipment thereof, or, if such a return shipment would prove unreasonably difficult, after a notification in writing of the discovered defect. In the case of a replacement, the Purchaser should make a return shipment of the item to be replaced, and transfer the ownership thereof to the User, unless the User decides otherwise.

10. If it is proven that a complaint is unfounded, then the resulting cost, including but not limited to the costs arising from the examination of the goods, incurred by the User, will be solely and completely at the expense of the Purchaser.

11. After expiration of the warranty period, all costs for repair or replacement, including administration, shipping and traveling costs, will be at the expense of the Purchaser.

## **8. Force majeure**

1. The User cannot be forced to fulfil any obligation towards the Purchaser if he is impeded to do so due to a condition that is out of his power and for which he cannot be held liable, either by law, legal action or accepted traffic practices.

2. Within these general terms and conditions, and besides the definition thereof in the applicable laws and jurisprudence, the term "Force majeure" designates all external causes, whether or not foreseeable, on which the User hasn't any control and which impede him to comply with his obligations. Strikes at the User's or third party's companies are included therein. The User is also entitled to invoke Force Majeure if the situation that impedes the further execution of the agreement occurs after the time the User should have accomplished his obligation.

3. The User is entitled to postpone his obligations arising from the agreement during the duration of the Force Majeure. If this period lasts longer than two months, either of the Parties shall be entitled to dissolve the agreement without any obligation to compensate any damages to the other party.

4. In the event the User has already partially honoured the obligations arising from the agreement at the time the Force Majeure occurs, or will be able to do so, and to the extent a specific value can be associated to the honoured part, the User shall be entitled to separately invoice any such partially honoured obligations. The Purchaser must settle this invoice as if it were an invoice concerning a separate agreement.

## **9. Liability**

1. In the event the User is indeed liable, his liability shall be limited to the stipulations of this provision.

2. The User isn't liable for damages of any nature if these are the result of inaccurate or incomplete data provided by the Purchaser, on which the User has based himself for his calculations. The User isn't liable either for damages that occurred after improper or unauthorised use or application of the delivered goods.

3. If the User should indeed be liable for any damages, then the User's liability shall be limited to the invoice value of the order, or at least to that portion of the order to which the liability relates.

4. The User's liability is in any case limited to the amount that his insurance broker agrees to compensate on a per case basis.

5. The User can only be liable for direct damages. Direct damage shall exclusively be understood to be the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damages as defined in these terms and conditions, any reasonable costs made to correct any failures of performance of the User, needed to meet the standards defined in the agreement, to the extent that such failures can indeed be imputed to the User and the reasonable costs incurred to prevent or limit damages, as far as the Purchaser proves that these costs have indeed led to the limitation of direct damages as defined in these general terms and conditions.

6. The User shall in no event be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

7. The User cannot be held liable for damages due to intent or serious negligence of his personnel.

8. If the ratio of the price to be paid by the Purchaser to the User, with respect to the extent of the damage suffered by the Purchaser justifies such a measure, the damages to be compensated by the User shall be moderated.

## **10. Reservation of property**

1. Any goods, supplied by the User, and stored at the Purchaser's or his trustee's premises, remain the property of the User, until the Purchaser has settled any and all payment obligations arising from the agreement towards the User.

2. The Purchaser isn't entitled to pledge or otherwise encumber the goods covered by the reservation of property.

3. If the Purchaser fails to fulfil his obligations towards the User, the User shall at all times be entitled to remove or to have removed from the Purchaser's or his trustee's premises, any goods he supplied. If the Purchaser refuses to cooperate with a such removal of supplied goods, even after having been summoned in writing to do so, he will automatically be in a state of omission and will be liable for the payment of an immediately claimable fine of € 500.00 for each day or part thereof he remains in this state of omission.

4. If any third parties seize or have seized the supplied goods covered by the reservation of property or intent to impose rights thereon, the Purchaser shall inform the User thereof as soon as reasonably could be expected.

5. The Purchaser shall ensure and keep ensured all supplied goods covered by the reservation of property, against fire, explosion hazards, water damage and theft, and shall present the corresponding insurance policy on simple demand of the User.

6. Any goods supplied by the User, covered by the reservation of property as described under point 1. of this article, can only be commercialised in the framework of normal commercial activities and cannot be used as a means of payment.

## **11. Intellectual property**

1. The User retains all copyrights, patent rights and any other intellectual property rights on and amongst others, offers, design works, images, (technical) drawings and (trial) models he might have supplied.
2. Any offers, designs, images, (technical) drawings and (trial) models provided, as well as all other similar good of any form, that have been provided to the Purchaser until the time of completion of the work, remain the property of the User and can only be used by the Purchaser for the very goal these were provided for. Until then, any such items must be returned to the User on his simple demand.
3. The Purchaser isn't entitled to modify in any way the aforementioned items, unless this would be required by the nature of the supplied goods or if otherwise agreed in writing.
4. Any design work, sketches, drawings, films, software or other materials or (electronic) files, created by the User in the light of the agreement, remain the property of the User, regardless of the fact that these had been supplied to the Purchaser or to a third party, unless otherwise agreed.
5. Any design work, sketches, drawings, films, software or other materials or (electronic) files, supplied by the User, are merely intended to be used by the Purchaser and cannot be reproduced, made public or disclosed to any third party without prior authorisation of the User, unless the nature of the supplied items requires otherwise.
5. The User reserves the right to use the knowledge he might have acquired during the execution of the tasks for any other purpose, as long as he doesn't disclose any confidential information to any third party in order to do so.

## **12. Payment**

1. Unless otherwise agreed, payment shall take place within fourteen (14) days after the invoice date. All payments must be made without deductions or compensations of debts.
2. Any payments made by the Purchaser shall always be used in priority to settle any due interests and costs, and any due and claimable invoices (starting with the oldest one), regardless of the fact that the Purchaser might relate the payment to a more recent invoice.
3. The date of payment stated on the invoice is a deadline. The Purchaser shall therefore immediately be in state of omission if an invoice isn't settled within the agreed payment period. In such a case, a compensation for damage in the form of a legal interest fee (article 6:119 or 6:119a of civil law, depending on the legal nature of the Purchaser) will be claimable, starting on the date of the omission, until the date of the full payment of the debt.
4. If the situation so justifies it, the User shall be entitled to demand payment of the goods already supplied and/or prepayment of goods to be supplied as a means of security.

## **13. Collection and litigation costs**

1. If the Purchaser fails to fulfil his obligations and enters in the state of omission, any reasonable costs incurred to obtain the extrajudicial settlement, shall be at the expense of the Purchaser.
2. The extrajudicial costs shall be calculated according to the applicable costs table, valid at the time the agreement was established, and according to the stipulations of the law concerning extrajudicial recovery costs and its amendments.
3. However, if the User incurred into higher costs for the purpose of recovery, that were reasonably required, the factually incurred costs shall be deemed to be compensated. Any judicial and execution costs incurred will also be charged to the Purchaser. Any interests on the due recovery costs are also at the expense of the Purchaser.

## **14. Dissolution**

1. The Purchaser isn't entitled to any suspension or compensation of his obligations towards the User.
2. In any of the cases mentioned below, the Purchaser shall be in the state of omission, which shall entitle the User to the partial or complete extrajudicial dissolution of the agreement, without any requirement of a formal notice of default or judicial intervention.
  - a) if the Purchaser has filed a request for a declaration of bankruptcy, or a suspension of payment obligations, or if the Purchaser is declared to be bankrupt or if he obtains the suspension of his payment obligations, or if the Purchaser is placed under guardianship or a reign over one or more of his belongings is installed, or if the Purchaser files a request for admission into the System of Legal Debt Adjustment of Physical Persons, or if the Purchaser loses in any other way his ability to perform legal acts;
  - b) if the Purchaser partially or completely transfers, dissolves, interrupts or ceases the activities of his business or the business itself.
  - c) if a conservatory or executive seizure is installed at the expense of the Purchaser;
  - d) if the User can deduce from a declaration of the Purchaser that he will fail to fulfil his obligations arising from the agreement;
3. The User is always entitled compensate his claims with the claims arising from the agreement the Purchaser might have against the User. If, and to the extent that any authorisation of the Purchaser would be required for such a compensation, this authorisation is deemed to be unconditionally and irrevocably given by the Purchaser to the User.

## **15. Restitution of goods made available**

1. If the User has made available certain goods to the Purchaser for the execution of the agreement, the Purchaser has the obligation to return any such goods within 14 days, in their original state, complete, and free of defects. If the Purchaser fails to fulfil this obligation, all resulting costs shall be at his expense.
2. If the buyer, for whatever reason, and even after having been summoned, still fails to fulfil the obligation referred to in point 1., the User will be entitled to pass on any resulting damages and costs, amongst which the

costs of replacements, to the expense of the Purchaser.

#### **16. Safeguarding**

1. The Purchaser shall safeguard the User against any claims from third parties concerning intellectual property rights on materials and/or data provided by the Purchaser for the execution of the agreement.
2. If the Purchaser provides information carriers, electronic files or software etc., to the User, he must guarantee that these information carriers, electronic files or software are free of viruses and/or defects.

#### **17. Non disclosure**

1. Parties are required to maintain the secrecy of all confidential information received from each other or from another source in the framework of their agreement. Any information shall be considered to be confidential if either party has indicated it is, or if this is obvious due to the very nature of the information.
2. If, on the basis of a legal provision or a court ruling, the User would be forced to provide confidential information to a third party designated by law or by a competent court, and if the User cannot appeal any legal or granted right of refusal of disclosure, the User shall not be liable for any indemnities or compensation for damage, and the other party shall not be entitled to dissolve the agreement because of any damages this disclosure might cause.

#### **20. Applicable law**

The legislation of The Netherlands is applicable to all agreements to which these terms and conditions apply. The application of the United Nations Convention on contracts for the international sale of goods of April 11<sup>th</sup> 1980 (the so-called Vienna treaty) is excluded.

#### **21. Competent court**

All disputes, including those which only one party considers as such, arising out of or related to the agreement to which these terms and conditions apply or concerning the terms and conditions themselves and their interpretation or implementation, both of factual and legal nature, shall be decided by the competent court of the Zeeland-West-Brabant district in Breda, unless otherwise agreed in writing by both parties.