

GENERAL CONDITIONS OF IPAR INDUSTRIAL PARTNERS B.V., ESTABLISHED AND OFFICE KEEPING IN VENLO, RECORDED IN THE TRADE REGISTER THERE UNDER NUMBER 12028780

A. GENERAL

ARTICLE I APPLICABILITY AND DEFINITIONS

1. These Terms and Conditions shall apply to all our offers and all agreements. In particular, they apply to all of our purchases and to all our sales and deliveries of products. These conditions are also applicable to all our services including advice and information.

2. In these Terms and Conditions shall apply:

– The other party: the natural or legal person who, under paragraph 1, receives our offers or enters in agreements with us.

3. We strive to hand out these Terms and Conditions before or at the conclusion of our agreements with the other party. If hand delivery, however, has not been carried out or is not possible reasonably, the other party can file a request to us to inspect the Terms and Conditions or contact the Chamber of Commerce and Industry in Venlo where they are registered. Upon the first request of the other party the General Conditions will be sent free of charge.

4. In case one or more provisions of these conditions should prove to be invalid or cancelled, this will not affect the legal force of the remaining provisions.

5. The by the other party specified address before or at the conclusion of the agreement, may as such be used by us to make statements and/or other communications until the other party informs us in writing of his new address.

ARTICLE II TERMS AND CONDITIONS OF THE OTHER AGREEMENTS AND DIFFERENT

1. The general delivery, payment and purchasing conditions of the other party shall not apply to our offerings and contracts concluded with us.

2. Agreements between us and the other party which

differ from our Terms and Conditions apply as agreed only if we confirmed these agreements in writing.

B. SALE

ARTICLE III OFFERS, AGREEMENTS AND PRICES

1. All offers are always free of obligations. If an offer is accepted by the other party, we have the right to revoke the offer within five business days after receipt of the acceptance.

2. The information and attachments included to the offer are informative and only give a general reproduction.

3. If to the other party a sample or model is shown or provided before or included with the offer, this is done so only as an indication, without obligation of the actual products needing to comply herewith.

4. We reserve all intellectual and industrial property rights on the with the offer provided designs, pictures, drawings, diagrams, material listings, software and other documentation. All these items and other documentation remain our property and may not, without our express written consent, be copied in part nor a whole, nor shown or provided to any third party, and not otherwise be used in any association with third parties.

5. If our offer does not lead to an agreement with the other party all items and other documentation referred to in the preceding paragraph will be returned to us free of charge by the other party.

6. Prices will be charged as in force on the day of delivery. If, after the offering or the entering of an agreement, one or more cost factors, on which our prices are based undergone a change, no matter what circumstance, we are entitled to raise prices

offered or agreed upon accordingly, without giving the other party the right to full or partial dissolution of the agreement.

7. The mentioned prices apply to shipment from warehouse and are exclusive packaging, unless specified otherwise in the offering.

8. All prices are always excluding VAT, unless indicated differently in the offer.

9. All orders or contracts concluded with agents, representatives or employees, bind us only if they are confirmed in writing by us.

ARTICLE IV LEVERTIJD, SUPPLY AND RISK

1. The specified delivery deadlines are an indication only and are never to be regarded as a strict time limit, unless expressly agreed otherwise.

2. Except for intent or gross negligence on our part, the other party can make no claim to compensation and/or dissolution of the agreement if we are failing to meet the delivery deadline up to 30 days. If the delivery is exceeded with more than 30 days, the other party must serve notice in writing upon us. In this letter, the other party must give us a reasonable deadline for compliance.

3. The delivery deadline starts on the day the other party receives a written confirmation of the entering of the agreement by us, but not earlier than after the other party meets any possible details relating to the implementation of the agreement, which firstly have to be established by the other party.

4. We are entitled to perform in parts. Orders or portions thereof which cannot be delivered immediately, will be booked for backorder; The other party shall be informed hereof in writing by us.

5. The risk of damage, destruction and/or loss of the

to be delivered goods will be transferred onto the other party once these goods have left our warehouse, even when free delivery is agreed upon.

6. If the other party does not, not timely or not completely purchase the goods ordered at us, we are entitled to store these goods at the expense and risk of the other party and to require payment as if delivery had taken place.

7. The delivery free of charge will be executed and agreed upon with the other party only if the delivery exceeds an amount of 300 euros.

8. The other party who buys goods with us with a value that is less than 50 euros and who buys on an annual basis with us for less than 5000 euros, will be charged a small order surcharge of 7 euros.

ARTICLE V MAJEURE

1. A shortcoming in the fulfilment of the agreement by us can not be attributed to us if, among other things, the causes of this failure are not due to our fault or are outside our risks sphere. Causes such as referred to in the preceding sentence include war, danger of war, civil war, riots, molestation, fire, water damage, flooding, strikes, company occupation, exclusion, import and export restrictions, governmental actions, defects in machinery, disruptions in the supply of gas, water and electricity and the stagnation or interruption of supplies from third parties from whom we have to purchase raw materials, materials or components for the implementation of the agreement.



Your 1-stop solution

2. In the case of a non attributable shortcoming in the fulfilment of the agreement by the other party, we are entitled to dissolve the agreement in whole or in part.

ARTICLE VI EXCLUSION AND LIMITATION OF LIABILITY

1. For all of the other party's direct damage caused by a failure to fulfil the contract attributable to us, our liability, except in cases of intentional or gross negligence, is limited to the agreed price.

2. For all indirect or consequential damages, including stagnation in the regular state of affairs in the company of the other party, we are not liable, except in cases of intentional or gross negligence.

3. We exclude liability for damage caused by the doing of agents that we use on our own initiative or by appointment or instructions from the other party in the implementation of the agreement.

4. We exclude liability for damage caused by the implementation of the agreement as a result of used items provided by ourselves, by third parties or by the other party and that have been proven not to be suitable for the implementation of the agreement.

5. All items, such as materials, semi-finished products and machinery, which the other party makes available for the implementation of the contract will not be insured by us. The other party is obliged to insure the items themselves and to keep them insured for the duration that they rest with us.

6. The items mentioned in paragraph 5 remain at the risk of the other party. The other party is liable to us for any damage that occurs by (the use) of these items.

ARTICLE VII GUARANTEE

1. Notwithstanding the provisions of Article VIII (advertising) and unless not stated otherwise in the offer, for sold and delivered goods with factory and/or importers or wholesalers guarantee only by those suppliers stated warranties shall apply.

2. In all cases for which no specific guarantee as stated in paragraph 1 exists, the other party should put their claim to us on the basis of Article VIII.

ARTICLE VIII ADVERTISING

1. On the other party lies the express duty to examine the goods immediately upon delivery, and if this is not possible no later than 8 days after the delivery of the goods, and to consider whether the goods were delivered satisfactorily according to the agreement.

2. The other party must inform us in writing of any failings on our part, immediately after the discovery, but no later than 8 days after delivery, failing of which the other party loses the right to appeal against us that the goods were not delivered according to the agreement.

3. Things that do not comply with the agreement must be returned to us free of charge within 14 days after delivery, under indication of the packing slip number or invoice number; In the absence of such an indication, the administration costs that we must make will be charged to the other party.

4. Only goods intact and in the original (factory) packaging, not marked with the other party's own data such as advertising, trade name, trademark, prices and other notes, can qualify for credit. Credit shall take place only through a credit note. The value of the returned goods is settled firstly after receipt by the other party of the credit note and only up to the amount of the credit note.