

# GENERAL TERMS AND CONDITIONS OF IPAR INDUSTRIAL PARTNERS B.V., HAVING ITS REGISTERED OFFICE AND PRINCIPAL PLACE OF BUSINESS AT VENLO, LISTED IN THE COMMERCIAL REGISTER AT VENLO UNDER NUMBER 12028780

## A. GENERAL

### ARTICLE I APPLICABILITY AND DEFINITIONS

1. These General Terms and Conditions apply to all our offers and agreements. They particularly apply to all our purchases and all our sales and supplies of goods. These terms and conditions also apply to all our services including advice and information provided.
2. In these General Terms and Conditions the following term is defined as follows:
- the other party: the natural person or artificial person who receives offers from us or enters into agreements with us in accordance with paragraph 1.
3. It is our aim to make these General Terms and Conditions available to the other party before or when we enter into an agreement with the other party. If the other party has not received the General Terms and Conditions or if it is impossible to provide the other party with the General Terms and Conditions, the other party will be entitled to inspect them at our office, or apply to the Chamber of Commerce at Venlo, where these Terms and Conditions have been filed. Upon request by the other party, the General Terms and Conditions will be sent to him free of charge.
4. If one or more provisions in these terms and conditions is or has become void, the other provisions will retain their full effect.
5. The address provided by the other party before or when the agreement is entered into may be used by us as such to make statements and/or announcements, until the other party has informed us in writing of his new address.
- ### ARTICLE II GENERAL CONDITIONS OF THE OTHER PARTY AND ARRANGEMENTS TO THE CONTRARY
1. The general terms of delivery, payment and purchase of the other party

do not apply to our offers and to agreements entered into with us.

2. Agreements made between us and the other party that differ from our General Terms and Conditions will only apply if we have confirmed these agreements in writing.

### B. CONDITIONS OF SALE ARTICLE III OFFERS, AGREEMENTS AND PRICES

1. Offers are at all times without obligation. If the other party accepts an offer, we will be entitled to revoke the offer within five working days after receiving the acceptance.
2. The information and annexes we provide with our offer are for information purposes and give only a general representation.
3. Samples or models shown or provided to the other party before or with the offer will serve as indications only without the goods having to comply with these samples or models.
4. We reserve all intellectual and industrial property rights in the designs, illustrations, drawings, diagrams, lists of materials, software and other documentation supplied with the offer. All these items and other documentation will remain our property and may not be copied, shown or provided to any third party, nor used in any other manner in transactions with third parties, either wholly or in part, without our express written consent.
5. If our offer does not result in an agreement with the other party, all the goods and other documentation as referred to in the preceding paragraph must be returned to us by the other party postage paid.
6. The prices charged will be the prices that apply on the day of delivery. If after the offer or conclusion of the agreement one or more cost determining factors on which our prices are based change due to whatever circumstance, we will be entitled to increase the

offered or agreed prices accordingly, without this entitling the other party to full or partial termination of the agreement.

7. The prices indicated are ex warehouse and exclusive of packaging, unless the offer states otherwise.

8. All prices are always exclusive of VAT, unless stated otherwise in the offer.

9. All orders or contracts taken by representatives, intermediaries or employees are only binding on us if they have been confirmed by us in writing.

### ARTICLE IV DELIVERY TIME, DELIVERY AND RISK

1. The indicated delivery times are only indicative and may never be regarded as a strict deadline, unless expressly agreed otherwise.
2. With the exception of intent or gross negligence, on our part, the other party cannot claim compensation and/or demand termination of the agreement if the delivery period is exceeded by less than 30 days. If the delivery time is exceeded by more than 30 days, the other party must give written notice of default. This notice of default must include a reasonable term for performance.
3. The delivery time commences on the day that the other party has received a written confirmation of the conclusion of the agreement, however, not before the other party has complied with any details relating to the performance of the agreement, which the other party must take care of first.
4. We are entitled to make part deliveries. Orders or parts of orders that cannot be delivered immediately will be noted for subsequent delivery; we will inform the other party of this in writing.
5. The risk of damage, destruction or loss of the goods to be delivered will pass on to the other party as soon as these goods have left our warehouse, even if delivery carriage paid has been agreed.

6. If the other party fails to, is late, or does not fully take delivery of the goods ordered or purchased from us, we are entitled to store these goods at the risk and expense of the other party and to demand payment as if the delivery had taken place.
7. Carriage paid delivery is only agreed with and performed for the other party if the delivery exceeds a sum of 300 euros.
8. The other party who purchases goods from us with a value less than 50 euros and who purchases, on an annual basis, goods from us with a value of less than 5,000 euros, will be charged a small-order surcharge of 7 euros.

### ARTICLE V FORCE MAJEURE

1. Any failure in the performance of the agreement cannot be blamed on us if the causes of this failure cannot be attributed to us or are outside our scope of risk. Causes as referred in the preceding sentence include among other things war, threat of war, civil war, riots, acts of war, water damage, flooding, strikes, factory sit-ins, lockouts, import and export restrictions, government measures, defects to machines, failures in the supply of gas, water and electricity and the delays or interruptions in the supplies of third parties from whom we need to purchase raw materials, materials or parts for the performance of the agreement.
2. In the event of a non-attributable failure in the performance of the agreement by the other party, we will be entitled to terminate the agreement fully or in part.

### ARTICLE VI EXEMPTION AND LIMITATION OF LIABILITY

1. In all cases whereby the other party sustains direct

damage caused by a failure on our part to perform the agreement, our liability will be, with the exception of intent or gross negligence, restricted to the agreed price.

**2.** We are not liable for any indirect damage or consequential damage, including interruption of the normal course of business in the other party's company, except in the case of intent or gross negligence.

**3.** We exclude liability for damage caused by the actions of auxiliary persons whose services we may use for the performance of the agreement at our own initiative or on the instruction of the other party.

**4.** We exclude liability for any damage caused during the performance of the agreement due to used goods that have been provided by us, by third parties or by the other party and that have proved not to be suitable for the performance of the agreement.

**5.** All goods, such as materials, semi-finished products and machines that are provided by the other party for the performance of the agreement will not be insured by us. The other party is obliged to insure these goods himself and to keep them insured for the period that they are held by us.

**6.** The goods referred to in paragraph 5 will remain at the risk of the other party. The other party is liable to us for any damage caused by (the use of) these goods.

#### **ARTICLE VII GUARANTEE**

**1.** Without prejudice to the provisions in article VIII (complaints) and unless stated otherwise in the offer, the goods sold and supplied with manufacturer's, importer's or wholesaler's guarantee are subject only to the guarantee conditions offered by these suppliers.

**2.** For all goods that do not have a special guarantee as referred to in paragraph 1, the other party must file a complaint with us pursuant to article VIII.

#### **ARTICLE VIII COMPLAINTS**

**1.** The other party is obliged to inspect the goods immediately upon delivery

and if this is not possible not later than 8 days after delivery of the goods, to check whether the goods comply with the agreement.

**2.** Immediately after the discovery, but at least within 8 days after delivery, the other party must inform us in writing of any failures on our part, in the absence whereof the other party is no longer entitled to hold us liable for the fact that the delivered goods do not comply with the agreement.

**3.** Goods that do not comply with the agreement must be returned to us postage paid within 14 days after delivery, stating the packing slip or invoice number; if this number is absent, the administrative costs we have to make will be charged to the other party.

**4.** Only goods that are intact and in the original packaging, not provided with any information from the other party such as advertising, trade name, brand, prices and other marks, may be eligible for credit. Credit is given only by means of a credit note. The value of the returned goods will only be settled after receipt by the other party of the credit note and only up to the amount of the credit note.

#### **ARTICLE IX CONDITIONS OF PAYMENT**

**1.** Payment of the goods supplied by us must be made within 30 days of the invoice date, unless agreed otherwise in writing.

**2.** Any reliance by the other party on set-off is excluded.

**3.** After the expiry of the period referred to in article 1, the invoice amount is immediately due and payable. The other party will then be in default by operation of law, without notice of default being required.

**4.** After the expiry of the period referred to in paragraph 1, we will be entitled to charge interest on the unpaid amount of 1.5% a month from the date that the other party is in default until the date on which payment is made in full.

**5.** Any payments made by the other party will always serve to settle all costs due,

next the interest, and subsequently the oldest outstanding invoices, even if the other party indicates that payment relates to a later invoice.

**6.** If the other party has failed to meet his payment obligations in time, as referred to in paragraph 1, the other party will be obliged to pay in full all the extrajudicial costs we have had to make, the legal costs and costs for legal aid. These costs also include other and/or higher costs than the legal costs as required by law. In the event that we petition for the other party's bankruptcy, the other party will also be obliged to pay, in addition to the costs referred to above, the costs of the petition for bankruptcy.

**7.** Without prejudice to the provisions in paragraph 3, the other party will be in default in the event of a bankruptcy (petition), (application for) a moratorium, closure or liquidation of the other party's company or if the other party is placed under guardianship, without a notice of default being required by law. The preceding sentence applies by analogy if the other party fails to perform the agreement it has concluded with us in a prompt or proper manner.

**8.** In the cases referred to in the preceding paragraph, we are entitled, at our discretion, either to suspend the agreement or to terminate it, in whole or in part, without judicial intervention, by means of a written statement, without prejudice to our right to claim full compensation.

#### **ARTICLE X LATE PAYMENT SURCHARGE**

**1.** All our offers are exclusive of any late payment surcharge, unless expressly stated otherwise.

**2.** Our invoice amounts will be increased with a late payment surcharge of 2%. This surcharge of 2% need not be paid if the other party pays within 30 days after the invoice date.

#### **ARTICLE XI SECURITY**

**1.** If we have good grounds to fear that the other party will not meet its obligations under the agreement, we will be entitled before or during the

performance of the agreement to suspend the performance of our obligations until the other party, at our request and to our satisfaction, has provided security for the performance of all its obligations under the agreement. This provision also applies if credit has been agreed.

**2.** After the stipulated term for security has expired, the other party will be in default by operation of law and we will be entitled to terminate the agreement without judicial intervention by means of a written statement, without prejudice to our right to claim full compensation.

#### **ARTICLE XII RETENTION OF TITLE**

**1.** The goods supplied by us will remain our property until the other party has met all the following obligations under the agreements he has entered into with us:

- the consideration(s) for the goods that have been delivered or are to be delivered;
- the consideration(s) for services that have been provided or are to be provided by us under the agreement;
- any claims by virtue of the non-performance by the other party of (an) agreement(s) entered into with us.

**2.** Goods supplied by us subject to the retention of title referred to in paragraph 1 may only be sold on in the context of normal business activities. The other party is not entitled to pledge the supplied goods nor to establish any other right on them.

**3.** With respect to goods whose ownership has, with due observance of the provisions in paragraph 1, been transferred to the other party and which are still held by the other party, we reserve the rights of pledge as referred to in article 3:237 of the Dutch Civil Code, as a further security for any claims that we may have or acquire on the other party of whatever nature. This



Your 1-stop solution

reservation with respect to rights of pledge also applies to any goods that have been supplied by us which the other party has worked or processed and as a result of which our retention of title would no longer apply.

**4.** If the other party fails to meet its obligations or if there is a reasonable fear that it will not meet its obligations, we will be entitled to remove the supplied goods to which the retention of title referred to in paragraph 1 applies from the other party of from any third party that holds the goods for the other party. The other party is obliged to provide every assistance necessary, on penalty of an immediately payable fine of 10% a day of the full amount due.

**5.** If any third party wishes to establish any right to or lay claim to the goods supplied subject to retention of title, the other party is obliged to inform us immediately of this in writing.

**6.** The other party undertakes:

- to insure the goods supplied subject to retention of title, and to keep them insured against fire, explosion and water damage, and against theft and to allow us to inspect the policy of this insurance;
- to pledge to us at our request all claims the other party has against insurance companies relating to goods supplied subject to retention of title, as referred to in article 3:239 of the Dutch Civil Code;
- to pledge to us at our request the claims the other party has against its customers when selling on the goods supplied by us subject to retention of title, as referred to in article 3:239 of the Dutch Civil Code;
- to mark as our property the goods supplied subject to retention of title;

#### **ARTICLE XIII RIGHT OF LIEN**

**1.** We are entitled to retain the goods or other items of the other party we have possession of or will have possession of until the other party has met all his

obligations under the agreement.

**2.** The risk for the goods and other items that comes under this right of lien will be borne by the other party.

#### **ARTICLE XIV LIMITATION**

Any debts of the other party are prescribed within one year after they have arisen.

#### **ARTICLE XV CONSUMER TRANSACTIONS**

If the other party is a natural person who does not conduct a business or practises a profession the provisions of these conditions do not apply in so far as they are not covered by article 6:236 of the Dutch Civil Code.

#### **ARTICLE XVI DISPUTES AND APPLICABLE LAW**

**1.** Dutch law applies to all our offers and agreements.

**2.** Any dispute between us and the other party will be resolved exclusively by the District Court of Roermond, with the exception of disputes in which the subdistrict court initially has jurisdiction.

#### **C. PURCHASE CONDITIONS**

##### **ARTICLE XVII APPLICABILITY**

The provisions in part C apply in addition to the other provisions of these General Terms and Conditions. The provisions in A and B apply as much as possible by analogy. In the event of conflict, the provisions in part C will prevail over those in parts A and B.

##### **ARTICLE XVIII OFFERS AND AGREEMENTS**

**1.** Unless explicitly stated otherwise in the offer, an offer to the other party is binding upon the other party.

**2.** The prices stated include VAT and are postage paid, including transport, packing and/or packaging, unless the offer party states otherwise.

**3.** The agreement entered into between us and the other party is regarded as concluded and is fully confirmed by our confirmation of order. If and in so far as our confirmation of order differs from the offer

of the other party, the latter should object in writing within 8 days after the date of the confirmation of order, in the absence whereof the agreement will be concluded.

##### **ARTICLE XIX DELIVERY TIME AND DELIVERY**

**1.** The stated delivery times are binding upon the other party, unless explicitly agreed otherwise. The delivery time commences on the date that the other party has received an order of confirmation from us.

**2.** The other party will deliver the goods at the place mentioned in the agreement. If no specific place of delivery has been agreed, delivery will be at our warehouse.

**3.** Deliveries will be postage paid at the location referred to in paragraph 2.

**4.** The risk of damage or loss of the goods to be delivered will only pass to us as soon as the goods have been delivered at the location referred to in paragraph 2. The goods will therefore be transported at the expense and risk of the other party.

##### **ARTICLE XX TRANSMISSION OF OWNERSHIP**

The ownership of the delivered goods will pass on to us immediately after they have been delivered in accordance with the provisions in paragraph 2 of the preceding article.

##### **ARTICLE XXI PAYMENT AND SETTLEMENT**

**1.** The invoices to be sent to us must comply with the legal requirements, for example as set out in or by virtue of the Turnover Tax Act 1968. Invoices that do not comply with these requirements will be returned unpaid.

**2.** The other party is not entitled to increase the invoice with a so-called late payment surcharge.

**3.** Unless explicitly agreed otherwise, goods supplied by the other party will be paid by us not later than 30 days after we have received the invoice.

On expiry of this term, the

other party must send us notice of default by registered letter. In this letter, the other party must give us a reasonable term for compliance.

**4.** We are entitled to set off any amount we owe or are due under the agreement against any amount the other party owes or is due for whatever reason.

The VAT number shown has been replaced by  
**NL823148877B03**