

GENERAL CONDITIONS OF SALE AND DELIVERY HENDIC B.V.

Date: 26 September, 2016

Article 1: Applicability

In these conditions the following terms shall mean:

- Hendic: the private limited liability company Hendic B.V. in Achtmaal, Municipality of Zundert;

- The other party: the contracting party of their nature or size, the sending of Hendic;

- Contract: any legal relationship between Hendic and the other party subject to these general conditions.

These conditions shall apply to each offer and each contract between Hendic and the other party to which Hendic has declared these conditions applicable, in so far these conditions have not been deviated from by parties in writing.

Applicability of general conditions applied by the other party is hereby explicitly rejected.

Article 2: Offers and quotations

1. Each offer is based on the performance of the contract by Hendic under normal circumstances and during regular office or, as the case may be, working hours.

2. Each offer or quotation issued in writing by Hendic shall be entirely without engagement and valid unless indicated otherwise. It shall be bound to the offer or quotations only if the acceptance thereof is confirmed by the other party in writing within thirty (30) days.

3. Hendic reserves the right to charge the other party for the costs incurred by it for a complicated offer, also if eventually no contract is realised.

4. If the other party already before closing the contract intends to on-deliver any goods delivered or to be delivered by Hendic directly or indirectly to third parties resident/registered elsewhere than in the Netherlands, specifically in the USA or Canada, then the other party shall be bound to notify Hendic of such intention in advance in writing.

Article 3: Closing and performance of contracts

1. Contracts shall be in force only after Hendic has confirmed the order in writing or, as the case may be, after it has commenced the commissioned activities or after orders have already been placed by it with third parties regarding the things bought by the other party or, as the case may be, already delivered by Hendic.

Article 5: Prices

1. Stated or offered prices shall always be exclusive of sales tax (VAT), excise duties, other taxes, assembly and transport costs, packaging costs, packaging materials, insurance, export and import levies. Customs charges

2. Delivery shall occur 'ex works or warehouse' of Hendic, unless otherwise agreed upon. The things sold shall be for liability.

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banking charges and furthermore all delivered or, as the case may be, to be Lacking written lodging of complaint costs in the broadest sense of the word, delivered separately and the other party within the stated period, the other party unless otherwise indicated. shall be bound to settle this invoice as if it shall be deemed to have consented to

2. Contracted prices shall be based on concerned a separate contract. the price-application and invoice.
the cost factors as applied at the time of 2. Force majeure in the sense of this 5. Also if the other party lodges complaint the realization of the contract. Hendic article shall be all circumstances that stop on a timely basis, his obligation to pay for reserves the right, in the event of price compliance with the contractual obligation and take delivery of the orders placed increases by its suppliers and in the and cannot be attributed to Hendic and its shall remain in force. Things can be event of other changes in the price-suppliers and auxiliary persons. Force returned to Hendic only upon prior written determining factors, to charge the other majeure shall include the following permission.

party a proportionate price increase-situations: fire, strike, excessive 6. If complaint has been lodged on a within three months upon contract-absenteeism among personnel due to timely basis and the things delivered do closing. sickness, transport problems, grave not satisfy the contract, then Hendic will,

3. The offered prices shall apply only for business interruptions, untimely or undue at its discretion and at recovery of the the offered quantities. performance of orders by suppliers, things delivered, be competent either to

4. Following the introduction of the Euro, government measures – including import effect performance again at no charge, as conversion into Euro shall include all and export restrictions -, drastic changes soon as such is reasonably feasible for it, amounts stated in the contracts, invoices in currency relations, energy crisis, ensuring as yet satisfaction of its contrac- and in these conditions (1 Euro = NLG abnormal price increases of raw materials tual obligations, or credit the other party 2.20371). and energy. for the things recovered.

Article 6: Security

1. Hendic reserves the right, in case of **complaint**

doubt concerning the credit worthiness of 1. The other party is to examine the 1. Title to the things sold and delivered its other party or for other commercial things delivered or, as the case may be, shall convey to the other party only after reasons, to demand for first or service performed (have such examined) the latter shall have satisfied all his subsequent deliveries advance payment forthwith at delivery. In doing so, he is to financial obligations towards Hendic or putting up of security, and, if such fails verify whether any and all delivered effecting payment regarding the purchase to materialize and/or is not furnished to satisfy the contract, i.e.: price of the things delivered or yet to be

the satisfaction of Hendic, to suspend or - whether the correct things were delivered or the services performed or yet refuse relevant deliveries. delivered, to be performed, as well as regarding any

2. Specifically, Hendic shall be entitled, - whether the things delivered interest, costs and damages due.

before starting the performance of the correspond to what was contracted, 2. Prior to conveyance to the other party contracted activities or, as the case may - whether the things delivered satisfy of title to the things, the later shall not be be, the delivery of the things to be the contracted quality requirements or – if entitled to sell the things, lease them out transferred by Hendic, that the other party such are lacking - the requirements that or grant them in use to third parties, to furnishes a bank guarantee in the amount may be set for normal use and/or pledge them or encumber them otherwise of the contract price, purchase price, commercial purposes. for the benefit of third parties. In the event respectively.

2. Visible defects and/or damage events that the other party violates the are to be noted at delivery by the other obligation, Hendic shall be entitled to

Article 7: Force majeure
1. If the performance of the contract party on the delivery-slip or, as the case reclaim the things and the other party becomes impossible due to force majeure may be, in a written report, such to be co- shall be under obligation to return these or because the thing/performance to be signed by the driver making the delivery. things to Hendic without prejudice to the delivered is destroyed or lost without this If the other party fails to do so, he cannot right of Hendic to relevant damages. being attributable to Hendic, then the later appeal to Hendic for visible defects 3. The other party shall be under

latter shall be entitled at its discretion to and/or damage events regarding the obligation to inform Hendic forthwith suspend the performance of the contract things delivered. when third parties enforce rights relating

for delivery or performance for a 3. Non-visible defects and/or damage to things still being the property of maximum period of three (3) months, events must be reported by the other Hendic. At first request of Hendic, the without being bound to pay damages. party within 2 days upon discovery, but other party shall be under obligation to Should the force majeure situation be in no later than within 10 days upon delivery inform Hendic where the things belonging effect for longer than three (3) months, in writing to Hendic. If the other party fails to Hendic are located. In the event of then both parties shall be entitled without to do so, he cannot appeal later to Hendic seizure of (part of) the things, judicial intervention to dissolve the for non-visible defects and/or damage (provisional) suspension of payment, or contract in whole or in part, without being events regarding the things delivered. bankruptcy of the other party, the other bound to pay damages. If Hendic at the 4. If the other party cannot be in party will immediately attend seizure-time that the force majeure situation agreement with the price-application or effecting process-server, administrator or comes into effect has already satisfied its invoice, he is to inform Hendic in writing receiver to the property rights of Hendic. obligations in part, or is capable of of his objections within 8 days upon 4. In the events intended in article 14,

satisfying its obligations in part only, then receipt of the invoice, stating accurately Hendic shall, already now for such an it shall be entitled to invoice for the part the nature and grounds of the complaints. eventuality, be irrevocably authorized,

without relevant notice of default being the payment made by the insurance virtue of any intellectual property right or required, to remove the things that company. other right.

remained its property, or have such 2. The liability of Hendic shall be Fout!Bladwijzer niet gedefinieerd. **Article**

removed, from the place where they are restricted at all times to the invoice **13: Payment and contractual interest**

located. The other party declares, already amount of the order, exclusive of sales 1. Payments are to be made without debt now for such an eventuality, that he tax (VAT), i.e. to that part of the order the set-off, discount or suspension within consents that to one or several persons liability relates to. thirty (30) days upon invoice date.

designated by Hendic access will be 3. Hendic shall be entitled at all times to 2. If within thirty (30) days upon invoice granted to the place where the things optimally remove or, as the case may be, date no full payment has been effected, delivered are located. limit any loss occurred. then the other party shall be legally in

5. The things sold to the other party shall 4. If the other party does not follow the default and the indebtedness shall – be delivered not only under reservation of instructions supplied by Hendic, then without prejudice to the other rights of title, but Hendic also reserves a right of Hendic shall not be liable for the direct Hendic – be subject, as from the due lien in the event of each delivery of things and/or indirect loss incurred as a result by date, to a monthly interest of 1.5%, in order to obtain security for payment of the other party, such to include the loss whereby a portion of a month shall be all that the other party shall owe it, or will claimed by third party(ies) from the other designated as a full month, and all costs owe it, on any grounds. party. entailed in collection both in and out of

6. The reservation of title shall include the 5. The other party shall be bound to hold court, with a minimum of NLG 500, shall things that came into being or were harmless Hendic both in and out of court be for account of the other party.

obtained through new creation by against claims, instituted by third parties 3. In the event of liquidation, bankruptcy manipulating or processing any and all towards it in connection with loss caused or suspension of payment of the other delivered under reservation of title. by it to any good and/or person, with he party, the obligations of the other party Fout!Bladwijzer niet gedefinieerd. **Article** purpose of obtaining compensation of the shall be immediately claimable.

10: Technical requirements relevant direct and indirect 4. Payments shall go in the first instance

1. Hendic shall inform the buyer, prior to (consequential) loss incurred. towards settlement and reducing of: a. closing a purchase contract, of the 6. Hendic shall not be liable for loss costs; b. accumulated interest; c. oldest technical requirements satisfied by the occurring as a result of any inexpert use invoices.

things it delivered. Without or, as the case may be, maintenance of **Article 14: Default, suspension and dissolution**

communication to the contrary from the the goods delivered. **dissolution**

other party, Hendic can assume that the 7. The other party undertakes towards 1. If the other party does not, not duly or other party declares itself in agreement Hendic, regarding liability of things not timely satisfy any obligation, he shall with intended technical requirements. delivered and/or activities performed by be in default without notice of default

2. If the things to be delivered by Hendic the other party to and/or for third parties, being required and Hendic shall be must be delivered or, as the case may to effect an adequate business liability entitled to suspend performance of its be, used outside the Netherlands, then insurance and/or product liability obligations or, as the case may be, the other party shall be bound, prior to insurance, specifically if such third parties dissolve the contract in whole or in part, closing the contract, to inform Hendic in are resident of / registered in the USA or without in such an event being bound to writing whether in the relevant country Canada. any damages.

technical requirements or standards are 8. If the other party decides to market the 2. In the event of liquidation, (provisional) enforced to be satisfied by the things to goods delivered by Hendic in the USA or suspension of payment or bankruptcy of be delivered. If the buyer fails to do so on Canada and proceeds to do so, then the the other party, all contracts with the a timely basis, then Hendic can justly other party undertakes to hold harmless other party shall be legally dissolved, assume that the things delivered by Hendic against any and all relevant unless Hendic announces within a

Hendic will satisfy the requirements in the liability. reasonable period to demand relevant country, and Hendic shall not be 9. Aforementioned sub-clauses of this compliance.

held liable in any manner or form if article shall also apply when it is a third 3. In each of the cases mentioned in subsequently such proved to be not the party engaged by Hendic who acts. above sub-clauses, all claims of Hendic case. on the other party shall be immediately and entirely claimable, the other party

Article 11: Liability Hendic **Article 12: Intellectual property and rights of third parties** shall be bound to immediately return the

1. Hendic shall never be liable for direct 1. The other party is to respect all shall be bound to immediately return the or indirect loss on the part of the other intellectual property rights or other rights things remaining unpaid, and Hendic party or third parties, such including of Hendic and/or third parties regarding shall be entitled to enter the grounds and consequential loss, loss due to delay, the things/performances delivered by buildings of the other party with the intangible impairment and commercial Hendic, and the other party guarantees purpose of taking possession of the and environmental loss, unless the loss not infringe on such rights in any manner relevant things.

was caused due to intent or gross or form regardless nature and size of **Article 15: Collection costs and litigation costs**

officers, also unless its insurance covers 2. The other party shall hold harmless 1. When the other party is in default the loss, in which case the liability of Hendic both in and out of court against all regarding compliance with one or several Hendic shall be limited to the amount of claims that third parties may enforce by of his obligations, then all reasonable

costs incurred to obtain satisfaction out of court shall be for account of the other party, whereby the latter shall owe 15% of the principal sum to Hendic, such with a minimum of NLG 500.

2. The other party shall owe towards Hendic the costs actually incurred by the later in all stages of litigation. Such shall apply only if Hendic and the other party conduct legal action in relation to a contract subject to these conditions, and if relevant court-ruling is upheld and said ruling goes fully or to a predominant degree against the other party.

Article 16: Applicable law and disputes

1. Each contract between Hendic and the other party shall be subject to the laws of the Netherlands.

2. All disputes – including those which are regarded as such by only one of the parties – arising from a contract between Hendic and the other party shall be settled by the competent court in the jurisdiction of the city of Breda, being the jurisdiction where Hendic has its registered office, unless Hendic as plaintiff prefers the competent court in the jurisdiction where the other party has its registered office.

These general conditions have been registered with the Chamber of Commerce in Breda under number 3112, a free copy of which will upon request be sent once.

I, Johannes Elias van Buuren, sworn translator for the English language, registered with the District Court of Breda under number 92/8113, declare this to be a full, true and faithful translation of the attached document into the English language, which was submitted to me for translation.

Date: 26 September, 2016

Stamp:

Signature: