

General Sales and Delivery terms and conditions of the company Bonasca Import & Export B.V.

(hereinafter: **SUPPLIER**) with its registered office in Urk, Schulpengat 9 filed with the Chamber of Commerce under number **61887692**

Article 1 – Generally

- 1.1 These General Terms and Conditions (hereinafter: Terms and Conditions) apply to all quotes, orders and/or agreements between SUPPLIER and Customers, relating to sale and delivery of products and/or performance of services and the execution of these. Deviations from or changes to these Terms and Conditions must be confirmed in writing by SUPPLIER and apply only to the particular quote/order/agreement.
- 1.2 As used below, "Customer" refers to any (Legal) person to and for whom SUPPLIER supplies products and/or performs services, including his/its representatives, authorized agents, assignees and heirs.
- 1.3 Any general terms and conditions maintained by the Customer are not binding for SUPPLIER, unless SUPPLIER has stated in writing that it agrees to this.
- 1.4 If SUPPLIER has agreed in writing to the applicability of one or more deviating terms and conditions, these Terms and Conditions shall remain in full force for the rest.

Article 2 – Agreements and changes

- 2.1 An order placed by the Customer shall be regarded by SUPPLIER as an irrevocable offer.
- 2.2 SUPPLIER is only bound vis-à-vis the Customer with regard to an order placed with SUPPLIER if and as soon as that order is confirmed in writing by SUPPLIER within three (3) days after receipt of the delivery order or if SUPPLIER has started executing that order. With regard to the aforementioned confirmation, SUPPLIER expressly reserves the right to determine the delivery date at a later time.
- 2.3 After an order has been placed, changes in the execution of the order desired by the Customer must be brought to SUPPLIER's attention by the Customer in writing and in a timely manner. In respect of orders and/or changes in the execution thereof made orally or by telephone, the Customer bears the risk as to (proper) execution or not.
- 2.4 Changes in an order placed by the Customer, of whatever nature, which entail increased costs than what could be counted on with regard to the price quotation originally provided by SUPPLIER are at the Customer's expense. If such changes result in decreased costs, the Customer may not derive any right whatsoever from this with regard to lowering the purchase price.
- 2.5 Changes made may result in SUPPLIER exceeding the delivery time indicated before the changes. This may not be invoked to SUPPLIER's detriment.
- 2.6 Orders, order confirmations or other correspondence through e-mail and/or signed fax messages are considered and accepted by both Parties to be legally binding.

Article 3 – Quotes and price quotations

- 3.1 All of SUPPLIER's quotes are without obligation, unless the quote expressly states otherwise.
- 3.2 Descriptions and prices in quotes are made under reservation and represent only approximations. The Customer may not derive any right whatsoever from any mistakes in a quote.
- 3.3 SUPPLIER's quotes are given on the basis of information and specifications provided by the Customer. Quotes are based on production and delivery within normal timeframes and under normal circumstances.
- 3.4 SUPPLIER is entitled to change the agreed price if changed market prices and/or price increases by suppliers or other developments, such as changes in raw material, material and labor costs, government measures, currency exchange rates, taxes, duties, levies etc., provide reason to do so. SUPPLIER shall inform the Customer of any price increase as soon as possible in writing. If the price increase occurs within three (3) months after the conclusion of an agreement and amounts to more than ten (10) % of the original price, the Customer is entitled to demand in writing, within ten (10) days after the written notice referred to in the previous sentence is sent, that the agreement be rescinded; if this does not occur, the Customer shall be deemed to agree to the price increase.

Article 4 – Delivery

- 4.1 Notwithstanding Article 2.2, the delivery date shall be determined by SUPPLIER and the Customer jointly. If SUPPLIER states a delivery timeframe, this shall only represent an approximation and shall not constitute a guarantee.
- 4.2 SUPPLIER shall not be in default by only exceeding the delivery timeframe. If a delay occurs, for whatever reason, the delivery time shall be extended by the length of that delay.
- 4.3 Unless otherwise agreed in writing and not contrary to the provisions in Article 6 of these Terms and Conditions, products shall be considered delivered to the Customer in a legal sense from the time that these are ready to be sent by SUPPLIER and the Customer is informed of this in writing (Ex works, Incoterms 2010).
- 4.4 Products are transported at Customer's expenses and risk, unless otherwise agreed in writing. The Customer is obliged to take receipt of the products on the date announced. If this obligation is not met, SUPPLIER shall store the products in its warehouse or elsewhere (or have them stored there). The Customer shall be responsible for the costs associated with such storage.
- 4.5 SUPPLIER is entitled to deliver products in parts. Each partial delivery, including the delivery of products for a combined order, may be invoiced separately. In such a case, payment must be made in accordance with Article 5 of these Terms and Conditions.

Article 5 – Payment

- 5.1 The Customer must pay SUPPLIER in advance unless otherwise agreed in writing and confirmed in the order confirmation as mentioned in article 2.2.
- 5.2 The Customer hereby waives its set-off rights and rights to suspend performance.
- 5.3 SUPPLIER shall ensure timely invoicing. Sub-invoicing is possible at all times, unless this has been excluded in writing.
- 5.4 In the event the time period for payment is exceeded, the Customer – Without prejudice to SUPPLIER's other rights – shall owe monthly interest of two (2) % on the invoice amount (portion still owed) as from the date that payment time period was exceeded until the time of complete payment of the invoice amount. SUPPLIER shall then be entitled to demand immediate payment of all invoices not yet paid and to suspend further deliveries until the time the entire invoice amount is paid, or sufficient security has been provided in that regard.
- 5.5 All judicial and extra judicial costs which SUPPLIER incurs as a result of the Customer not meeting his/its payment obligations shall be borne by the Customer and shall be calculated in accordance with the rates of the Netherlands Bar Association.
- 5.6 Payments made by the Customer are always applied first to pay all costs owed and interest due and then to pay the oldest invoice which is due and payable, even if the Customer states that the payment relates to a later invoices.

Article 6 – Retention of ownership

- 6.1 Notwithstanding any delivery and the transfer of the risk, the delivered products remain the property of SUPPLIER until the Customer has completely met all his/its payment obligations under the agreement in question.
- 6.2 As long as full payment has not occurred, the Customer is not entitled to pledge the products to third parties, other than in connection with his/its normal business operations, or otherwise encumber them or fully or partly dispose of them to third parties. The Customer undertakes to cooperate – upon SUPPLIER's first request – in a pledge on behalf of SUPPLIER regarding payment obligations towards the Customer, that arise or will arise from the resale of products by the Customer.
- 6.3 The Customer does not have any right of retention with regard to any storage costs incurred by him/it, nor is the Customer entitled to set their costs off against what he/it owes to SUPPLIER. The Customer undertakes to treat and keep the products, which have been delivered under retention of ownership, with due care and in a way that they can be identified and recognized as the property of SUPPLIER.
- 6.4 If the Customer remains in default after a written demand by SUPPLIER with respect to any payment obligation in respect of products already delivered, SUPPLIER shall be entitled to remove the products delivered (or have them removed) from the Customer or his/its holders. The Customer hereby irrevocably grants permission to SUPPLIER to enter the places where the items are located. The Customer shall be responsible for the costs associated with such retrieval of the products.
- 6.5 The conditions as laid down in article 6.1 until 6/5 leave other rights of SUPPLIER unimpeded.
- 6.6 If the Customer is seated in Germany, the retention of ownership will be governed – instead of article 6.1 until 6/5 – by the following conditions in article 6.7 until 6.13.
- 6.7 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die LIEFERANT aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und Seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für Lieferant her und verwahrt sie für LIEFERANT. Hieraus erwachsen ihm keine Ansprüche gegen LIEFERANT.
- 6.8 Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache forsetzen, erwerbt LIEFERANT zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers – Miteigentum an der neuen Sache, wobei LIEFERANT'S Miteigentumsanteil dem Verhältnis des Rechnungswertes LIEFERANT'S Vorbehaltsware zu dem Gesamtrechnungswert aller mitarbeiteten Vorbehaltswaren.
- 6.9 Der Abnehmer tritt jetzt Seine Forderungen aus der Veräusserung von Vorbehaltsware aus die gegenwärtigen und künftigen Warenlieferungen der LIEFERANT mit sämtliche Nebenrechten im Umfang der Eigentumsanteil der LIEFERANT zur Sicherung an uns ab.
- 6.10 Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages der Rechnung dem LIEFERANT für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten. Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an LIEFERANT ordnungsgemäss nachkommt, darf er über die in der Eigentum der LIEFERANT stehende Ware im ordentlichen Geschäftsverbindung an LIEFERANT ordnungsgemäss nachkommt, darf er über die in der Eigentum der LIEFERANT stehende Ware im ordentlichen Geschäftsgang verfügen und die an LIEFERANT abgetretenen Forderungen selbst einziehen.
- 6.11 Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmer ist LIEFERANT berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zuruchzunehmen.
- 6.12 Scheck-/ Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.
- 6.13 Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschliesslich deutsches Recht.
- 6.14 German Law will be applicable to the conditions of retention of ownership as laid down in article 6.7 until 6.13 above.

Article 7 – Customer obligations

- 7.1 The Customer shall ensure that SUPPLIER shall have at its disposal in a timely manner all information which is necessary to execute the agreement, such as the specifications applicable to the agreement in question.
- 7.2 If the start or progress of the execution of the agreement is delayed by factors which are attributable to the Customer, the Customer shall bear responsibility for the ensuing damage and costs for SUPPLIER.

Article 8 – Engaging third parties

- 8.1 SUPPLIER is entitled to engage third parties to execute an agreement at the Customer's expense, if there is reason to do so in SUPPLIER's judgment or this ensues from the agreement.
- 8.2 The Customer guarantees the quality of the products and services of the third parties engaged by the Customer.

Article 9 – Complaints

- 9.1 Immediately after receiving the delivered products, the Customer is obliged to examine whether the products are in accordance with the agreement. If, in the Customer's judgment, the delivered products are not in accordance with the agreement, the Customer must make a written objection, stating reasons, within 48 hours after receipt of the products. In the event the basis for the objection could not have reasonably been discovered within this time period, a time period of ten (10) days after that basis could reasonably have been discovered shall apply. Notwithstanding the foregoing, SUPPLIER shall not in any case accept objections, which are made after a period of one (1) month, after Supplier has sent the products.
- 9.2 If, with due observance of the provisions of Article 11.1, SUPPLIER determines that the objection is well founded, SUPPLIER shall only be required to repair at no cost or replace the (parts of the) products to which the objections relate, or to compensate the Customer, such at SUPPLIER's option.
- 9.3 When the Customer finds the products are not in accordance with the agreement, but fails to mention this within the previously mentioned time frames. SUPPLIER will then not be obligated to completely or partially compensate the Customer.

Article 10 – Return of delivered products

- 10.1 Products sent by SUPPLIER to the Customer may only be returned to SUPPLIER after written permission from SUPPLIER and under conditions to be set by SUPPLIER.
- 10.2 The Customer shall bear the costs of returning the products sent by SUPPLIER to the Customer, with the exception of the costs of returning products as to which it has been established for SUPPLIER that these products contain mistakes and/or defects falling under the guarantee or for which SUPPLIER is liable.

Article 11 – Guarantee

- 11.1 During a period of one (10) month after delivery, SUPPLIER gives a guarantee on all products, which were delivered by SUPPLIER itself. Defects falling under the guarantee shall be eliminated by SUPPLIER through replacement of the defective products(s) (or relevant parts) or crediting the purchase price of the part concerned, such at SUPPLIER's option.
- 11.2 SUPPLIER is not required to comply with any guarantee obligation if, at the time the Customer invokes the guarantee, the Customer has not fully, properly or timely fulfilled any obligation vis-à-vis SUPPLIER.
- 11.3 Any guarantee shall expire if the Customer itself performs changes or repairs with respect to the products, or has these performed, if the products are used for purposes which are not common for businesses, or has acted or performed maintenance in a careless or injudicious manner.

Article 12 – Liability

- 12.1 SUPPLIER's liability is limited to performance of the guarantee obligations described in Article 11 of these Terms and Conditions. Any more extensive or other liability for incorrect performance or other breaches of contract by SUPPLIER or for damage to the Customer or third parties, on whatever basis (except in the case of intentional acts or gross negligence), is expressly excluded.
- 12.2 The Customer is obliged to indemnify and compensate SUPPLIER with respect to all claims of third parties, engaged by the Customer, against SUPPLIER for compensation in regard to the execution of the agreement, unless there were intentional acts or gross negligence by SUPPLIER. Further, the Customer is obliged to indemnify and compensate SUPPLIER with respect to all claims of third parties, engaged by the Customer, relating to or ensuing from the Customer's use of the products delivered or services performed by SUPPLIER.
- 12.3 Any SUPPLIER employees against whom liability is asserted may invoke the provisions of the Article as if they were a party to the agreement between SUPPLIER and the Customer.

Article 13 – Intellectual and industrial property rights

- 13.1 SUPPLIER retains all intellectual and industrial property rights with respect to quotes made by it, as well as with respect to drawings, software, descriptions, models and the like produced or provided by it, as well as with respect to all information contained in or forming the basis for these.
- 13.2 The Customer guarantees that the items referred to in Article 13.1 shall not be reproduced, disclosed, stored or otherwise used, except as necessary to execute the agreement and with SUPPLIER's written permission.
- 13.3 All designations, logos, labels and the like, whether protected by intellectual or industrial property rights or not, which are found on, in or at the products delivered by SUPPLIER, may not be changed by the Customer, removed from the products, copied or used for other products, except with SUPPLIER's permission.

Article 14 – Provision of security

- 14.1 If there is reason for SUPPLIER to suspect that the Customer will not be able to perform his/its obligations under the agreement, then the Customer shall be obliged at SUPPLIER's first request to provide sufficient security for the performance of all his/its obligations in respect of the agreements performed or still to be performed in whole or in part by SUPPLIER, in a manner to be indicated by SUPPLIER.

Article 15 – Suspension, rescission, force majeure

- 15.1 If the Customer in any way commits a breach of contract vis-à-vis SUPPLIER in respect of the performance of any obligation, as well as in the event of a request for suspension of payments, (temporary) suspension of payments, bankruptcy/involuntary liquidation petition, declaration or claim, bankruptcy/involuntary liquidation, liquidation or cessation of (part of) the business of the Other Party, SUPPLIER shall, without prejudice to the other rights which it has and without any obligation to pay compensation, be entitled, without a notice of default or judicial intervention:
- to suspend the execution of the agreement until payment of all that which the Customer owes to SUPPLIER has been sufficiently secured; and/or
 - to suspend all of its own potential payment obligations; and/or
 - to rescind in whole or in part every agreement with the Customer; all of this without prejudice to the Customer's obligation to pay for products already delivered and/or services already performed, and without affecting SUPPLIER's other rights, including its rights to compensations
- 15.2 In the event SUPPLIER is impeded from executing the agreement due to force majeure, SUPPLIER shall be entitled to suspend the execution of the agreement without judicial intervention or to rescind the agreement in whole or in part, without being obliged to pay any compensation.
- 15.3 There is an instance of force majeure in the case of a circumstance beyond SUPPLIER's control which results in performance of the agreement being permanently or temporarily impeded, as well as, insofar as not already included in this, the case of war, threat of war, riots, strikes, fire and every other disruption in the business of SUPPLIER or its suppliers. There is also an instance of force majeure if a supplier from whom SUPPLIER purchases products with regard to the execution of the agreement with the Customer remains in default as to timely and/or proper delivery.

Article 16 – Transfer of rights and obligations

- 16.1 The Customer may not transfer his/its rights and/or obligations ensuing from any agreement SUPPLIER to third parties, or allow these to serve as security for third-party claims, without SUPPLIER's written permission.

Article 17 – Applicable law, competent court

- 17.1 Dutch law governs these Terms and Conditions, as well as the legal relationships between SUPPLIER and the Customer, apart from articles 6.7 until 6.13 of these Terms and Conditions, which are governed by German Law.
- 17.2 Insofar as the law does not mandatory provide otherwise, the District Court in Amsterdam shall have exclusive jurisdiction in the first instance to hear disputes which may arise in connection with (the execution of) these Terms and Conditions, also with regard to obtaining provisional relief. Regarding disputes between SUPPLIER and a Customer seated in Germany, also the competent Court in Germany will have jurisdiction.

Article 18 – Dutch text prevails

- 18.1 In the event of a conflict between a translation and the Dutch version of these General Terms and Conditions, the Dutch version shall prevail, apart from the articles 6.7 until 6.13 of the Terms and Conditions of which the German text will prevail.

Article 19 – Filing

- 19.1 These Terms and Conditions have been filed with the Chamber of Commerce under number **61887692**.