

General sales and delivery conditions “Gert Snel B.V.”, hereinafter referred to as SNEL,
as filed with the District Court of Utrecht under number 60/2002.

Article 1 - APPLICABILITY

1.1 These general terms and conditions apply to all, even pre-contractual and future, legal relationships between SNEL and its client/Buyer (hereafter: Buyer).

1.2 The terms and conditions utilized by the Buyer are not applicable to any of the legal relationships to which SNEL is a party.

1.3 Deviation from these terms and conditions could only be binding on SNEL if it has confirmed this deviation in writing.

Article 2 - CREATION

2.1 All offers of SNEL are free of obligation and can only be regarded as an invitation to make an offer to conclude an agreement.

2.2 An agreement is only created when SNEL has confirmed this in writing to the Buyer or has commenced the execution of the agreement.

2.3 Additions or changes to an offer of SNEL are considered to be a new offer and are first valid after they have been accepted by SNEL in writing.

2.4 If changes as aforementioned lead to an increase/decrease of the costs, a resulting change in the agreed price must be agreed in writing between the parties.

Article 3 - PRICES

3.1 All amounts stated by SNEL in quotations, order confirmations or otherwise are exclusive of VAT, any fees and/or duties imposed by the government.

3.2 SNEL is entitled to increase the agreed price if the factors determining the cost price have changed after the conclusion of the agreement. If the price increase intended here is more than 10%, the Buyer has the right to dissolve the agreement by registered post within eight days after the written notice in this regard.

Article 4 - PAYMENT

4.1 Unless otherwise stated in the offer or on the invoice, the payment term is 14 days after the invoice date.

4.2 If the payment term is exceeded by the Buyer, the total outstanding invoice amount, as well as the other outstanding invoices, is immediately due and payable without notice of default.

In that case, the Buyer is also immediately and automatically in default, and the Buyer owes default interest of 1% per month over the Buyer's outstanding amount.

4.3 In the event of non-payment, all costs are necessary to enforce compliance with the agreement, both the extrajudicial and the actual legal costs incurred, at the expense of the Buyer, without prejudice to the Buyer's obligation to compensate for further damage.

4.4 The extrajudicial collection costs are determined based on the collection rate of the Netherlands Bar Association (Nederlandse Orde van Advocaten), with a minimum of 150 and are calculated over the outstanding principal sum.

Article 5 - DELIVERY AND DELIVERY TERM

5.1 All delivery times quoted by SNEL are approximate and not deadlines, unless explicitly agreed otherwise.

5.2 Delivery will take place at the Linschoten warehouse. Unless otherwise agreed, the risk for the goods is borne by the buyer from this moment of delivery.

5.3 Costs of transport and shipment are borne by the Buyer, unless otherwise agreed in writing.

5.4 If requested, the transport to a destination inside or outside the Netherlands can be arranged by SNEL for the Buyer. However, SNEL does not accept any liability for the transport. The risk of transport will be borne by the Buyer. The Buyer must take out transport insurance against loss and/or damage to the shipment to be transported.

5.5 Failure of SNEL on the grounds of exceeding the stipulated delivery times will not take effect until SNEL has been given notice of default by registered post, whereby SNEL is given a reasonable period for fulfilment and fulfilment remains lacking within this term.

Article 6 - STORAGE

6.1 The Buyer is obliged to take the purchased goods at the moment at which they are made available to the Buyer in accordance with article 5.5 of these general terms and conditions.

6.2 At the Buyer's request, the purchased items can be stored for no more than 30 days. In that case, half of the total invoice amount will be immediately due.

6.3 If the Buyer remains in default of the receipt obligation after the expiry of the term as intended in the previous paragraph, then the remainder of the invoice amount will also become immediately due, and the Buyer will from that moment owe a storage fee of € 0.70 per item per day to SNEL.

Article 7 - RETENTION OF TITLE

7.1 SNEL retains the ownership of all goods delivered to the Buyer until the time of full payment of the price of all goods delivered or to be delivered by SNEL to the Buyer, as well as of any claims by SNEL in the context of the past or future delivery of goods and all that which SNEL can claim from the Buyer due to the Buyer's shortcoming in the fulfilment of the agreement concluded with the Buyer, including collection costs, interest and penalties.

7.2 Only after full payment of all claims as intended in the previous paragraph will the transfer of the ownership of the goods take place.

7.3 The Buyer is prohibited from establishing a possessory or non-possessory pledge right for the benefit of a third party on the goods delivered by SNEL - regardless of whether SNEL is still the owner of the goods.

Article 8 - LIABILITY

8.1 SNEL is, except in the case of intent or gross negligence, not liable for any consequential, commercial, loss and/or injury damage of the Buyer, the Buyer's staff or third parties as a result of any defect in the delivered goods.

8.2 The Buyer is obliged to indemnify SNEL against any claim from third parties for consequential damage, damage to persons and/or goods as a result of any defect in the goods delivered by SNEL.

8.3 The damage compensation duty for SNEL, if and in so far as such liability is covered by SNEL's insurance, is limited to the amount to be paid out by the insurer.

Article 9 - ADVERTISING

9.1 The Buyer is obliged to immediately inspect the goods delivered by SNEL for visible defects. In the case of visible defects, the Buyer must make a claim immediately during loading, failing which the delivered goods are deemed to have been accepted.

9.2 Other defects must be reported to SNEL immediately

after discovery, but no later than within 8 days, failing which the delivered goods are deemed to have been accepted.

9.3 In the event of a claim, SNEL has the choice, solely for the purposes of its assessment, of replacing all or part of the delivered item or to refund the invoice value of the items that show the defect.

9.4 A claim gives the Buyer no right to refuse or suspend payment.

Article 10 - FORCE MAJEURE

10.1 Force majeure means a shortcoming that could not be attributed to SNEL. This in any case means:

- the non-receipt or late receipt of the goods required to be delivered by third parties for fulfilment of the obligations of SNEL;
- work strike;
- restricting governmental measures.

10.2 In the event of force majeure, SNEL is entitled to suspend its obligations or to dissolve the agreement in whole or in part without any obligation to pay damage compensation, on the understanding that after an initial decision to suspend, total or partial dissolution could still be initiated.

10.3 If SNEL has already partially fulfilled its obligations at the start of the force majeure, or can only partly fulfil its obligations, it is entitled to invoice that part separately, and

the Buyer is obliged to pay this invoice as if it concerned a separate contract.

Article 11 - DISSOLUTION

11.1 SNEL has the right to dissolve the agreement in full or in part, without prejudice to the right to compensation of costs, damage and interest, if the Buyer fails to fulfil one of its obligations under the agreement, or does not do so in a timely proper manner, or at the time that the Buyer is declared bankrupt, applies for suspension of payments, or loses control over its assets or parts thereof due to attachment, placement under guardianship or otherwise.

Article 12 - APPLICABLE LAW/COMPETENT COURT

12.1 Dutch law applies to all agreements concluded with SNEL. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

12.2 In derogation of the statutory rules for the jurisdiction of the civil court, any dispute between the parties, in case the Court is competent, will be settled by the Utrecht District Court, but SNEL remains authorized to challenge its counterparty before the court competent according to the law or applicable international convention.

12.3 In case of disputes concerning the interpretation of the text of the general terms and conditions, the Dutch version will be binding on the parties.