

**General terms of delivery and payment from the firm AFS Europe hereafter called Supplier, established and office maintained at Voorthuizen published at the Chamber of Commerce Harderwijk under K.v.K. nr. 08077470 on 1 January 2002.**

## **1. GENERALLY**

All our offers, agreements and implementation of it are exclusively managed by the present conditions. Deviations need explicitly corresponded written to us. Under "the counterpart" in these conditions it is understood; every (artificial) person, which have closed an agreement with Supplier, respectively wish to close and except these, his representative(s), authorised, assign(ee) and heirs. Its own conditions used by the counterpart remain unimpeded as far as not in fight with the present conditions. In that case our conditions will have at any time primacy, even if otherwise primacy is stipulated.

## **2. SPECIAL OFFERS**

All Supplier done offers, in which form thus, is without engagement, unless it has been differently mentioned explicit. If an offer returns accompanied of budgets, plans, catalogues or other records, remain this at any time property of Supplier and must on first request sent back to Supplier. They cannot be multiplied without authorisation, nor to be given to third parties for inspection. Sending of offers and/or (other) documentation does not oblige Supplier to acceptance of an order. Not-acceptance becomes through Supplier as soon as possible, but anyway within 10 days to the counterpart it is notified. Supplier preserves himself the right for, for orders without refusing, or under cash on delivery provide statement of reason.

## **3. AGREEMENT**

Subject to hereafter put comes about an agreement with Supplier then after we have accepted a task in writing, respectively has confirmed where the date of the affirmative determinative is. The task affirmative is considered the agreement correctly and entirely, reflects unless the counterpart has protested in writing against that immediately.

Possibly later made additional agreements or modifications, bind Supplier only if these have been confirmed Supplier in writing.

For operations for which to nature and scope no tender and/or task affirmative is sent, the invoice is considered reflect the agreement correctly and entirely, subject to publicity in 3 days.

Each agreement by Supplier being contracted under the suspending condition that the counterpart - exclusively at on our part appraisal sufficiently creditworthy seems for the financial compliance with the agreement. Supplier has been entitled at or after contracting the agreement, before performing (further), of the counterpart certainty require that both to payment - and the remaining obligations can be satisfied. Supplier is competent if she considers this necessary, or desirable considers for a correct implementation of to Supplier supplied task and after consultation with the counterpart, in implementation of the agreement will be charged in accordance with supplied tasks.

## **4. PRICES**

Unless is mentioned differently the prices of Supplier:

- on supply finished depot based Supplier or other warehouse. Freight costs are at any time charged.
- excluding VAT, import duties, other taxes, levies and rights.
- excluding the costs of packing, - and unloading.
- mentioned in the Dutch currency; possible diversions are charged.
- at orders with a total value of less than EUR 1000,00 (excl. VAT) is charged EUR 25,00 as order costs.
- all goods have been covered during domestic transport by ours transport insurance until the delivery address. At foreign transport travel the goods for risk and justification of the counterpart.
- in case of increase of one or more of the cost factors Supplier has been entitled raise the order price accordingly; and an other one taking into account the possible to the point existing legal regulations on the understanding that already well-known future increases in the price must be mentioned at the order affirmative.

## **5. CANCELLATION**

If the counterpart after an agreement has come about, wishes is charged cancel these, 20% of the order price (incl. VAT) as annulment costs, notwithstanding the right profit lacked of Supplier on complete damages, incl. lost profit.

## **6. DELIVERY**

From the moment of closing the sale agreement the bought product is from risk of the counterpart. Unless different corresponded, delivery is on house/company of the counterpart. Carriage paid delivery occurs only if and as far this through Supplier with the counterpart is corresponded and on the invoice or on another way otherwise will be specified.

The delivered, in this case the package at delivery must be, still in 3 workdays, controlled on eventually shortages and/or damages.

The counterpart is forced to control this or to do this control after an announcement of the Supplier that the goods are under the disposal of the counterpart.

Eventually shortage and/or damages from the delivered package which must be present by delivery, the counterpart need to mention a failing, which the counterpart esteemed for that what is delivered, on the delivery bill, the invoice, and/or transportation documents. Only then the advertisement will not be as to that take in considered.

Supplier is authorized to deliver in parts (part delivery) which Supplier can charge separately.

Statement of time of deliver event always by approach unless in writing differently corresponded.

## **7. TRANSPORT/RISK**

The way of transport, sending, packing and the like will be, unless there is no more detailed sign through the counterpart supplied on Supplier, through Supplier specific as good family man/merchant prescribed. Any specifically wishes from the counterpart concerning the transport/sending will be done unless the counterpart has explained that he would concerned for the more cost. On request of Supplier must this be confirmed in written. Unless different corresponded there will be no packing brought in charge and would packing materials not took back.

## **8. SUPREMACY**

Under "supremacy" is understood at these:

each of the will of parties independent as the case may be unexpected circumstance as a result of which compliance with the agreement can be no longer desired reasonably by the other party.

If to our judgement the supremacy of a temporary nature will be, Supplier has the right the implementation of the agreement this way long, suspend until the circumstance which no longer produces himself supremacy occurs.

The supremacy situation of a nature permanent is, then can parties an arrangement make concerning the dissolution of the agreement and to that the binding impact to our judgement.

Supplier is authorized payment of the performances, which have been performed in implementation of the concerning agreement, for that of supremacy causing progress circumstance has proven to be.

The party which thinks in supremacy at (come) to find oneself, must the other inform party of it immediate.

## **9. INTELLECTUAL PROPERTY RIGHTS**

All drawings, litho, designs, sketches, models and such, manufactured by or on behalf of Supplier in the implementation of the agreement, remain inalienable the property Supplier, as well as the right there use.

Counterpart guarantees Supplier at any time that the use of by counterpart supplied data or otherwise, Supplier in fight will not bring with the legal regulations or protected rights of third parties. Counterpart protects Supplier entirely for all direct and indirect impact of rededications which third parties could make towards Supplier appropriate on account of violation of the earlier guarantee laid down in this chapter.

## **10. RESPONSIBILITY**

Supplier close down every responsibility as far as it is not provided by the law. The responsibility of Supplier would be the total amount of the relevant order, it never goes above it. Subject to the regular applied law from public order and good loyalty, is Supplier not obliged to any compensation of damage, in any shape, direct or indirect whatever loss of profits under on movable and immovable business or persons both the counterpart as by third party. In each case is Supplier not responsible for damage arising from or caused through the use of the provided goods or through the unsuitable of it for the case which the counterpart purchased it for. Through only received the provided goods through or on behalf of the counterpart is Supplier protected from all possibly claims of the counterpart and/or third party as far as payment of the compensation notwithstanding or the damage is arising as a result of construction and/or faults in manufacture as far as any other cause.

## **11. ADVERTISING**

Possible publicities Supplier is only handled if they Supplier have reached directly, within 14 days after supply of the concerning performance or sent invoices in writing, under precise task of the nature and ground of the complaints.

Return of provided can occur only after preceding written authorisation of Supplier, by stipulating conditions to Supplier.

## **12. GUARANTEE**

Taking into account hereafter the put restrictions, Supplier grant for 1 year with regard to the products provided by Supplier. The guarantee sets limits to it the occurring factory errors and does not include therefore jamming which have their cause in some way of wear or usage present components of provided.

On of third party components involved or enclose Supplier guarantee are no longer granted, then this supplier to Supplier grant.

The guarantee expires if third parties integrated by the counterpart and/or by him are used, in an incompetent manner provided.

The guarantee also expires if third parties activities integrated by the counterpart and/or by him as the case may be modifications to provided are carried out.

Supplier replaces components for the satisfaction to our guarantee obligation, then the replaced components become property of Supplier.

The counterpart does not satisfy not, partially, or not swift to only from between parties agreement closed resulting obligation, then we has been kept to guarantee, as long as that situation continues.

## **13. OWNERSHIP RESTRICTION**

Provided goods remain property of Supplier, up to the moment on which all ours under this agreement performed supplies and activities as the case may be still to perform supplies have been paid and activities including interest and costs by the counterpart. In case of suspension of payment, bankruptcy, suspension of payment, liquidation of the counterpart or die when the counterpart is a natural person, Supplier has been entitled the order proof of default or legal cancelling mediation entirely or partially and the unpaid continued progress part of provided. Annulment and withdrawal leave Supplier right to compensation for loss or damage unimpeded. In these cases each progress of Supplier on the counterpart will be direct and entirely claimable.

## **14. PAYMENT**

Unless in writing differently corresponded, must payment cash at delivery occur, without only discount, or by means of discharge or transfer on by Supplier bank designated. The banking costs are for counterpart.

On the bank duplicates of Supplier currency day indicated is determinative and becomes therefore commented as a payment day. All payments performed by the counterpart stretch primarily covering costs turned into payment of possible interest and by Supplier and then for the payment of the oldest being open invoices.

## **15. INTEREST AND COSTS**

If payment has not taken place within the period mentioned in previous Articles are the counterpart by right in staff absence and as from the invoice date an interest of 1% by (part of) month chargeable concerning the invoice amount still being open. All to make judicial and non-legal collection costs come at the expense of the counterpart. The non-legal collection costs to amount to at least 15% of aforementioned interest counterpart chargeable amount.

## **16. APPLICABLE LAW**

To all offers, agreements and the implementation of it, are governed by Dutch Law and any legal actions arising out of such transactions shall be subject to the Dutch Legal processes and under the jurisdiction of Dutch Courts.

## **17. DISPUTES**

All disputes in matters on which apply these conditions subject to the competence of parties will provoke decisions of the president of the district, giving judgement in short lawsuit, to the pronouncement of the ordinary judge in the place of business or the district of Supplier definitely.

## **18. FINAL PROVISION**

This general supply - and payment conditions aim at a reasonable regulation of the Right proportion between Supplier and counterpart. As far as circumstances could occur in which these conditions or some provisions could lead of it, to unreasonable outcomes, these conditions insofar missing that application.

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