



General Terms and Conditions of Sale and Delivery **(General Terms)**

TAL Holland B.V.

with registered office and actual place of business at Zevenbergen, The Netherlands.

Article 1 General Provisions

- a. These General Terms and those matters mentioned in the confirmation of order of TAL Holland B.V, (below to be referred to as: 'TAL') are each time applicable to legal relationships with TAL, unless expressly agreed otherwise in writing.
- b. Any reference made by the client to his own purchase, tender or other general terms is hereby expressly excluded. These general terms of TAL Holland B.V shall always be applicable to agreements concluded with TAL; thus excluding the general purchase terms of TAL's contracting party, all this to the extent that the law so permits.
- c. Any arrangements with TAL and amendments to existing agreements shall always be effected in writing.
- d. An agreement with TAL has come into being, also if an offer made by TAL is followed by an order, by TAL forwarding a confirmation of order or by TAL having commenced the execution of the order.

Article 2 Offer

- a. An order from the client is irrevocable and may be accepted by TAL for a period of 4 weeks by means of a confirmation of order or by means of TAL's commencing the execution, unless the order or confirmation explicitly provides the contrary in writing.
- b. Each offer made by TAL is without engagement, unless the contrary is explicitly provided in writing. TAL may at any time refuse an order, whether or not received following a prior offer, in the following manner without giving any reasons therefore:
 - In case of supply from stock and performance of work to goods made available by the client: within 14 days after the order
 - In case of other supplies: within 4 weeks after receipt of the order.

The client shall warrant the correctness of the data provided to TAL by or on behalf of the client.

Article 3 Price

- a. Prices stated by TAL are in Euro's, based on delivery free client's address, exclusive of turnover tax and other government charges, unless expressly stated otherwise.

- b. Should, after conclusion of the agreement, one or more of the cost price factors (including for instance a foreign rate of exchange) experience an increase, TAL is entitled to increase the agreed price accordingly. TAL shall inform the client of the price increase as timely as possible.
- c. If agreement was reached on payment of the price in any other currency than Euro's, the client shall compensate TAL for any reduction in the value of such currency as compared to the rate of exchange on the date the agreement was concluded.

Article 4 Delivery Time

- a. The time of delivery for goods and/or work to be performed to goods commences on any of the following dates, whichever is the latest:
 - The date on which the agreement is concluded
 - The date of receipt by TAL of the documents, data or advance payment required for the performance of the agreement.
- b. With respect to the delivery time, the goods shall be deemed to have been delivered if they are ready for transport and the client has been informed hereof.
- c. The delivery time with respect to goods and/or work to be performed to goods has been given as accurately as possible but it shall not be binding. In case the delivery time is exceeded TAL will notify the client hereof as soon as possible. Late delivery up to a period of 4 weeks does not give the client the right to suspend or not perform his part of the agreement, neither does this give him the right to claim damages.
- d. Late delivery of a period of 4 weeks or more only gives the client the right to set aside the agreement only by informing TAL as such by registered letter within 7 days thereafter. TAL shall not owe any damages.
- d. Should TAL become aware, after conclusion of the agreement, of circumstances giving it good grounds to fear that the other party will fail to fulfil its obligations vis-à-vis TAL, TAL is entitled to suspend delivery of the things sold pursuant to Article 263 of the Sixth Book of the Netherlands Civil Code. In such instance TAL's other party shall at any rate nevertheless be entitled to require delivery, if it provides adequate security to TAL for the proper performance of its obligations.

Article 5 Transport and Taking Delivery

- a. Transport of the goods to which the order relates is effected free client's address, unless agreed otherwise.
- b. The client shall take delivery of the goods ordered on their being offered for delivery or, if it has so been agreed, after notification that the goods may be collected. TAL may either suspend or cancel the delivery of partial or complete orders in respect of which the client fails or will fail to take delivery according to arrangement, without prior notification to the client and without prejudice to any other rights TAL may have. Such suspension or cancellation of the delivery shall not affect any obligation of the client pursuant to any remaining part of the order the client has taken delivery of in good time.
- c. The client himself shall unload the delivered goods as soon as possible on delivery by the carrier.



- d. If the client refuses or fails to take delivery, TAL may store the goods at the client's expense and risk, without prejudice to its rights to set aside the agreement and claim damages. TAL shall have the right, pursuant to Article 34 of the Seventh Book of the Netherlands Civil Code, to set aside the sale by a written declaration, if the fact that no delivery is taken gives it good reason to fear that the price will not be paid by the client.
- e. Forthwith on delivery by the carrier, the client shall indicate any transport damage on the waybill in the presence of the carrier.
- f. To the extent that any claim from TAL on its client under a prior agreement with such client has not been paid, TAL shall further have the right to suspend performance in accordance with Article 52 and/or Article 262 of the Sixth Book of the Netherlands Civil Code, provided the requirements in these Articles have been satisfied.

Article 6 Payment

- a. Payment by the client of the agreed price shall take place within 30 days after delivery as referred to in Article 4(b) or within the period of time indicated on the invoice.
- b. Any and all payments must be made without any set-off into the account of TAL or into an account indicated by the latter.
To the extent permissible under Article 43 of the Sixth Book of the Netherlands Civil Code, TAL will indicate towards which of its amounts receivable from the buyer the payments of the latter will be imputed. Pursuant to the stipulations of Article 46 of the Sixth Book of the Netherlands Civil Code payment by cheque, postal order or transfer order shall be deemed to be accepted subject to the existence of sufficient funds.
- c. Should the client fail to effect payment within the indicated period, he is deemed to be in default by operation of law and he will owe, automatically and without any further notice of default being required, from the next following day an increase of 1.5% per month (or part of a month), irrespective of the other rights TAL may have in such case.
- d. In case of an attachment being laid on goods delivered under retention of title, of suspension of payment or of bankruptcy, any and all amounts receivable by TAL from the client shall be due for immediate payment.

Article 7 Force Majeure

- a. Force majeure is understood to mean any circumstance beyond TAL's control, whether or not such circumstance might have been foreseen on the conclusion of the agreement, which temporarily or permanently prevents TAL from performing the agreement.
- b. Force majeure includes but is not limited to: war, state of emergency, threat of war, civil war, riots, work strike, border control strike, working-to-rule, transport problems, fire, illness, weather conditions, serious breakdowns in TAL's enterprise, late delivery or failure to deliver by ancillary suppliers, and government measures.
- c. Should a circumstance of force majeure occur on the side of TAL, the latter may suspend or set aside the agreement by means of a letter to this effect, without being liable for any damage. TAL shall pay back the amounts already paid by the client insofar as the client does not benefit from the part already performed.

- d. At the request of TAL the Court may modify the effect of the agreement concluded by TAL or it may set aside the agreement in whole or in part on the basis of unforeseen circumstances which are of such a nature that the other party according to criteria of reasonableness and fairness, may not expect the contract to be maintained in an unmodified form, this in conformity with the stipulations of Article 258 of the Sixth Book of the Netherlands Civil Code.
This also applies to a person to whom any contractual right of TAL or any contractual obligation of TAL has been transferred.

Article 8 Suspension and Setting Aside

- a. Should the client, other than on account of statutory force majeure, fail to fulfill any obligation arising for him under the agreement concluded with TAL, or fail to fulfill such contractual obligation in good time or with due care, or if there is serious doubt whether the client is willing or able to fulfill his contractual obligation vis-à-vis TAL, as also in case of bankruptcy, suspension of payment, closing down or liquidation of the client's enterprise, TAL has the right without further notice of default being required, to set aside the agreement in whole or in part by registered letter, without TAL being under any obligation to pay damages or to provide guarantee and without prejudice to any further rights it may have.
- b. If so requested, the client shall, prior to or during the performance by TAL of the agreement, provide adequate security for the performance of existing or future obligations arising under the agreement concluded. TAL may, for as long as such security has not been provided, suspend its contractual obligations. Should the security not have been provided within the reasonable period of time indicated by TAL for this purpose, or if the security provided should, in TAL's opinion, not be satisfactory or defective, the provisions laid down in paragraph (a) shall apply correspondingly.

Article 9 Retention of Title and Possessory Lien

- a. Title in the goods delivered under the agreement shall only pass to the client after TAL's claims on the client on account of goods delivered or to be delivered under the agreement or on account of the work performed or to be performed for the client under such agreement, or on account of the client's failure to perform such agreement, have been paid in full including any interest and costs.
- b. In case the client fails to fulfil his payment obligations or the fulfilment thereof is overdue, without prejudice to any other right TAL may have, without any further notice of default or intervention of the Court being required, he hereby irrevocably authorizes TAL to take the supplied goods back at first demand.
- c. The client shall properly indicate TAL's property rights on the goods supplied. In case of attachment, suspension of payment or bankruptcy, the client shall forthwith notify the bailiff, trustee in suspension of payments or trustee in bankruptcy of TAL's retention of title and inform TAL about the situation that has occurred.
- d. The client may alienate the goods supplied under retention of title within the normal course of his business, provided this be done under retention of title, but he may not encumber the same.
- e. TAL may suspend the surrender of things made available to it by or on behalf of the client for as long as the amounts due from the client to TAL including the interest and costs thereon have been left unpaid.

Article 10 Guarantee and Complaints

- a. The client shall forthwith inspect the goods supplied upon delivery and, if necessary, test them. The guarantee given by TAL in respect of goods and work is limited to the obligations and periods of time laid down in this Article.
- b. TAL warrants that the goods sold or work performed comply with the standards applicable in the branch of industry, and with the explicit guarantees given by TAL in writing. Hence TAL reserves the right to supply goods or hand over work showing deviations that are acceptable or unavoidable in the branch of industry.
- c. All defects with respect to which the client proves that they occurred within 8 days after delivery within the meaning of Article 4(b) as a consequence of or following defective workmanship, processing or use of defective material, and complaints relating to defects that were already present upon delivery shall be corrected by TAL at no costs by means of repair or replacement.
- d.
 - Complaints that have been established on inspection or testing must be reported in writing within 8 days.
 - Complaints relating to defects in goods and work, which could not be detected during inspection or testing as meant in paragraph (a) must be reported in writing and by no later than on the seventh day after the 8-day period referred to in paragraph c.
 - Complaints relating to incorrect invoices must be reported in writing within 8 days after receipt of the invoice.

Complaints that are lodged later or not in writing are not responded to.

- e. In the event of complaints relating to material, processing or construction defects, the goods should be in the condition in which they were supplied by TAL.
- f. If TAL, in fulfillment of its guarantee duty, replaces goods, the replaced goods will become its property. Replacement goods will be re-delivered and invoiced; replaced goods will be credited by TAL upon receipt.
- g. If the client fails to fulfill an obligation arising for him under the agreement concluded or any agreement connected therewith, or fails to fulfill such contractual obligation in good time or with due care, TAL shall not be bound to provide any guarantee in relation to any of these agreements.
- h. If replacement of defective goods or repair of work in respect of which TAL has provided guarantee is not (reasonably) possible, the delivery is taken back by TAL against restitution of the amounts already received in respect of this delivery, without compensation of damage, if any.
- i. In respect of goods bought by TAL from third parties, the same guarantee is given as received by TAL from the said third party.

Article 11 Liability

- a. Unless TAL is liable pursuant to mandatory provisions or if it is a matter of intent or gross negligence on its part, liability of TAL is expressly limited to performance of the guarantee obligations described in Article 10. Each liability from TAL expires if no legal action has been instituted against TAL within one year.

- b. Within the framework of the preceding paragraph TAL also excludes liability for costs, damages and interests that occur as a direct or indirect consequence of the use of data provided by or on behalf of the client, acts or negligence of subordinates or other persons employed by or on behalf of TAL for the performance of the agreement, and late delivery, consultancy work and force majeure.
- c. Neither shall TAL be liable for damage to third parties, unless TAL should be liable pursuant to mandatory provisions.
- d. The client will limit the damage, if any, as much as possible in consultation with TAL.
- f. Excepting with TAL's consent, the client shall not return any goods to TAL.

Article 12 Declarations

Pursuant to the provisions laid down in Article 37 of the Third Book of the Netherlands Civil Code, declarations of TAL in relation to this agreement and/or the performance or non-performance thereof made to the client will be effective even if they have not reached the client or have not reached him in time, if this situation results from the client's own acts or negligence, from the acts or negligence of the persons for whom he is responsible, or from other circumstances which are personal to him and justify that he suffer the consequences.

Article 13 Revival of Rights

If TAL, in the instance as referred to in Article 88 of the Sixth Book of the Netherlands Civil Code, has demanded performance by the client, but the client fails to perform within a reasonable period, TAL's rights are newly revived, particularly the rights referred to in Article 88 paragraph 1 under the letters a and b of the Sixth Book of the Netherlands Civil Code.

Article 14 Calculation of Damages

Where, in the event that the agreement is set aside, the object sold has a current price, the damage in conformity with Article 36 of the Seventh Book of the Netherlands Civil Code will equal the difference between the price fixed in the agreement and the price of the day on the day of non-performance.

If there is no such current price or if it would be difficult to apply it, the current price is replaced by the price of the market which can reasonably replace this one; in doing so, account is taken of differences in the costs of transportation of the object sold, unless TAL should claim the damage actually sustained by it, in which case TAL shall have to produce evidence of such damage.

Article 15 Deviations from these Terms

Deviations from these Terms apply only if they have been agreed between the parties in writing.

Article 16 Conflicting Provisions

Should, according to the competent Court, any of the provisions of these Terms not be applicable or be in conflict with public policy or the law, then only the relevant provision will be considered as not having been written, but the remainder of these Terms will continue in full force and effect.

These Terms replace the previously filed terms of TAL.