

1. General

- 1.1 The present terms shall apply to all tenders, order confirmations, purchase agreements and deliveries in which Albert van Zoonen B.V. (hereinafter called "seller") is a party.
- 1.2 The present terms shall be considered to prevail over divergent terms of the other party (hereinafter called "buyer"), unless otherwise agreed in writing.
- 1.3 If in any agreement a divergence of the present terms is made by seller, such divergence shall only be valid if and in so far as this has been agreed upon in writing and all terms of the present conditions which have not expressly been deviated from shall remain in full force.
- 1.4 In so far as any provision of the following ones is not literally applicable in a certain case such provision should be interpreted in such a way that purpose and tenor of the provision in the said case be actualized in a corresponding manner as in the duly regulated cases. That for a certain case a regulation has been made must not lead to contradictory interpretations for other cases.
- 1.5 If any provision of the present terms might be in contravention of the law or civil order only the provision in question shall be considered not to have been written. The remaining provisions shall remain in full force.

2. Effectuation of the agreement

- 2.1 All tenders of the seller shall be without engagement. If, however, any tender might be indicated by the seller as firm or binding, such tender shall have a maximum duration of 14 days as from the date on which the seller made this tender.
- 2.2 Any orders shall only be binding for the seller if and when seller has accepted the same expressly or tacitly.
- 2.3 The prices mentioned in the price lists of seller shall be without engagement. All orders shall be carried out against the prices and terms in force at the time of delivery.

3. Deliveries and forwarding

- 3.1 Unless otherwise agreed the forwarding of sold products shall be for the account and risk of the seller.
- 3.2 The address of delivery shall be reasonably accessible for those means of transport which are customary to suppliers for forwarding to wholesalers. The buyer shall have to take care of sufficient loading and unloading provisions. For the unloading of the goods and loading of return shipment, if any, the buyer shall make available sufficient personnel and mechanical appliances for nothing.
- 3.3 The buyer shall take all reasonable measures to achieve that the waiting period between the time of announcement of arrival at the address of delivery and the time at which the unloading of the products to be delivered can be started be no longer than 15 minutes and that return cargo, if any, can then be taken along. Delivery of the sold products shall be effected as soon as these products have been placed on the unloading platform to be pointed out by the buyer or directly across the threshold of the warehouse at the agreed address of delivery. Immediately after delivery the buyer should inspect these products for visible deficiencies and hand over a receipt.
- 3.4 Subject to a deviating agreement the seller shall not assume any liability for compensation of loss caused by or in connection with any delay in the delivery or overdue delivery.

4. Return shipment

- 4.1 Return shipments shall only be permitted if the seller has granted permission to do so expressly in advance.

5. Force majeure

- 5.1 If in connection with one or more of the circumstances listed hereunder fulfilment by the seller of one or more of his obligations cannot reasonably be expected from him, he shall be entitled to suspend the execution of the agreement in full or in part without being bound to any compensation.
- 5.2 The said circumstances are: restrictive government measures of any nature whatsoever, epidemics, mobilization, war, revolution, strike, attachment, interruption of the production, lack of raw material, semi-manufactures, auxiliary substances and/or energy, natural disasters, any person from whom goods or services have to be received being in default either in full or in part, and any other circumstance which could reasonably not have been foreseen by the seller and which could not be influenced by him, and on the ground of which, if such a circumstance would have been known to him at the time of concluding the agreement, he would not have concluded the agreement or not under equal conditions.
- 5.3 If the aforesaid circumstances might continue more than one month both parties shall be entitled to dissolve the agreement for the future by means of a single written declaration.

6. Complaints and liability

- 6.1 The obligations of the seller in respect of delivery, repayment or reduction of the purchase price and compensation shall be null and void if the deficiencies, defects or delay have not been reported in writing to the seller at once after the consignee/buyer has reasonably been able to establish all this. In the event of visible deficiencies and outwardly apparent damaged deliveries this should be done by a specific statement on the document to be signed upon receipt of the goods. In any event such obligations shall become null and void if the said notice has not been received within three weeks after the delivery has taken place or should have taken place, and all this on the understanding that the right of the buyer to complain about the quality of the delivered products shall moreover be cancelled on the date that the maximum period of storage indicated on the packing of the delivered products will have expired.
- 6.2 In the event of deficiencies, defects to the delivered goods of delay in the delivery the buyer shall be entitled, if a deadline delivery has been agreed upon and this deadline has expired or else after he has vainly given the seller an opportunity as yet to perform properly, all this subject to force majeure, to dissolve the agreement unilaterally either in full or in part without judicial intervention. The buyer should keep the defective products at the disposal of the seller.
- 6.3 The liability of the seller for loss shall be limited to an amount equal to the net invoice value of the delivered products concerned or, if that amount is higher, to the amount which he himself in respect of his loss can recover from his supply companies or insurers. Any loss of turnover or profit suffered by the buyer resulting from the nonperformance shall not be for the account of the seller.
- 6.4 If after delivery the products are altered as to nature and/or composition, or are damaged or repacked either in full or in part, any right of the buyer shall be cancelled in virtue of the stipulations contained in the articles 6.1 and 6.2. The seller shall not be liable if either the products are removed by the buyer from the packings intended to introduce these products into consumer circles, or such packings are altered or opened by the buyer.
- 6.5 The buyer shall take any loss for his account and shall keep seller indemnified in respect of any claim from third parties in respect of compensation for loss if and in so far as such loss has been caused by incompetent use and/or incompetent storage of the delivered products by the buyer, and/or such loss has been caused by the fact that the buyer has not acted in conformity with the instructions as to protection of the quality and storage life.

7. Packing material

- 7.1 Unless stipulated otherwise the packing material not destined to be used once-only - also including (box)pallets, (roll)containers and the like - with which the products are delivered shall remain the property of the seller. Such packing material must not be used by the buyer for purposes other than for which it is intended. The seller shall be entitled if necessary to charge the buyer with a security deposit for this packing material. The buyer shall as soon as possible keep this packing material available for return shipment to the seller. If any packing material might have been damaged or lost the buyer shall be liable for the loss and his right to repayment of the security deposit, if any, shall be forfeited.

8. Payment

- 8.1 Payment should be made in cash within 30 days of the date of invoice - for which no discount is provided - or within 14 days of the date of invoice, for which a 1% payment discount is provided. The seller shall be entitled to deliver the goods C.O.D. or to require payment in advance.
- 8.2 In case an order is delivered in portions the seller shall be entitled to charge the buyer with the partial delivery carried out.
- 8.3 If the buyer has not paid any invoice within 14 days after date of invoice he shall have to pay interest equal to the legal interest as from the expiry date until the day of payment. In that case the seller shall moreover be entitled to dissolve the agreement in full or in part without court intervention by means of a simple declaration on his part, to reclaim the delivered goods and/or to claim damages. All collection charges both judicial and extra judicial shall be for buyer's account. The extra judicial collection charges shall be considered to be at least 15% of the amount claimed. The above shall also apply in the event of bankruptcy or suspension of payment.
- 8.4 Any turnover bonuses agreed on are not claimable before the applicable turnover is completely realized and settled with the seller.

9. Reservation of ownership

- 9.1 Delivered products shall remain the property of the seller until they have been paid in full. Until that time the buyer shall only be entitled to alienate or process such goods if such operation is part of the normal prosecution of his trade, unless the seller dismisses buyer's right in this respect after expiration of the date of payment or if the buyer has been declared bankrupt or has asked for a moratorium.

10. Uniform article coding

- 10.1 With respect to a symbol as referred to in the European Article Numbering Association (E.A.N.) regulation the seller never be liable unless he has not fulfilled the instructions of the E.A.N.

11. Applicable law

- 11.1 The agreement and any further agreements which might ensure therefrom shall exclusively be governed by Dutch law.