

GENERAL TERMS AND CONDITIONS OF SALE DE LOOPER NDO HILVARENBEEK

1. DEFINITIONS

In these General Terms and Conditions of Sale will be understood:

- Purchaser: anyone who enters into an agreement with De Looper NDO in the sense of these General Terms and Conditions of Sale.
- De Looper NDO: De Looper NDO B.V., a Dutch limited liability company registered at the Chamber of Commerce under number 20043688.
- Offer: the offer by De Looper NDO following the request of the Purchaser to state deliveries and the costs related to those deliveries to a more or lesser detail.
- Place of destination: the place where the goods according to the Agreement should be delivered, not being the warehouse of De Looper NDO.
- Agreement: any agreement concluded between De Looper NDO and the Purchaser on the basis which De Looper NDO delivers goods to the Purchaser.

2. APPLICABILITY

- These General Terms and Conditions of Sale are applicable to all Offer of and deliveries by De Looper NDO and on all agreements of purchase and sale into which De Looper NDO enters as a seller and to all agreements deriving there from, as well as to all agreements of contracting to the extent that De Looper NDO thereby acts as contractor and exclusively to the extent that it concerns the supply goods by De Looper NDO.
- General terms and conditions or deviating stipulations by the Purchaser are only valid if and insofar these have been accepted in writing by De Looper NDO. Such an acceptance cannot and may not be deducted from the fact that De Looper NDO does not contest that the Purchaser does not accept the General Terms and Conditions of Sale of De Looper NDO and/or declares other terms and conditions applicable. The agreement in writing needs to state precisely on which point there is a deviation from these General Terms and Conditions of Sale, while the remaining points will be applicable without exception.
- If any stipulation, forming part of these General Terms and Conditions of Sale of or the Agreement concluded between De Looper NDO and the Purchaser would be invalid or is invalidated, then the Agreement stays intact for the remainder and shall the concerned stipulation in consultation between parties immediately be replaced by a stipulation that approaches the tenor of the original stipulation as much as possible.

3. CONCLUSION OF AGREEMENTS

- All Offers are non-binding.
- Offered prices are only valid for the offered quantities and vice versa.
- An agreement is only concluded by a confirmation in writing by De Looper NDO or a commission issued by the candidate purchaser, provided that that confirmation is signed by a person authorized to the conclusion of the agreement.

4. PRICES:

- If no binding price has been determined in the Agreement, then the price is set by De Looper NDO on the day of the delivery.
- De Looper NDO is authorized to charge onwards to the Purchaser all cost increases as a consequence of changes of the factory prices, foreign currency exchange rates, import levies and comparable duties, insurance rates, freights, taxes, margin arrangements, collective labour agreements and of other such factors that arise before the delivery has taken place, without deduction.
- Unless stated differently the prices are per piece, exclusive of VAT and other governmental charges related to the sale and delivery and exclusive of the costs of transport from the warehouse of De Looper NDO to the Place of destination.

5. DELIVERY AND RISK

- Delivery takes place:
 - If no Place of destination has been agreed: by notification in writing to the Purchaser that the goods are ready in the warehouse of De Looper NDO.
 - If De Looper NDO for the domestic transport makes use of his own means of transport: by the presenting of the goods at the Place of destination. Delivery takes also place if by any circumstance whatsoever the goods cannot actually be delivered at the Place of destination;
 - If De Looper NDO for the domestic transport makes use of third parties: upon delivery of the goods to the forwarder;
 - If the goods are destined for export:
 - by the crossing of the own means of transport of the Netherlands border if De Looper NDO makes use of her own means of transport;
 - by delivery of the goods to the forwarder if the transport does not take place per ship, train or airplane;
 - by loading into the means of transport in the remaining cases.
- The risk of the goods is for the Purchaser after the delivery.
- The choice of the means of transport is up to De Looper NDO.
- Delivery terms are for De Looper NDO non-binding. Exceeding a delivery term stated to the Purchaser does not render a shortcoming. The Purchaser however has the right to cancel the Agreement, without being liable to any compensation for damages towards De Looper NDO, if the stated delivery term is exceeded with more than two months, unless the late delivery is not imputable to De Looper NDO as set forth under 5.f. The Purchaser and/or third parties have no claim towards De Looper NDO on compensation for any damage incurred in whichever way as a consequence of a belated delivery or cancellation by the Purchaser on the basis of what has been determined in the previous sentence. The Purchaser safeguards De Looper NDO from possible claims of third parties in relation hereto.
- If goods that have been delivered in accordance with 5.a., because of circumstances that cannot be influenced by De Looper NDO and are independent of its will, cannot be transported to the Place of destination stated by the Purchaser, then De Looper NDO will store those goods for the account and risk of the Purchaser.
- If De Looper NDO defaults in the compliance with an obligation towards the Purchaser, then that default cannot be attributed to De Looper NDO, if the execution of the Agreement is made impossible for De Looper NDO or is impeded respectively by a circumstance foreseeable or not that is outside the power of De Looper NDO, such as but not limited to: default – including especially late or non-delivery – by suppliers and/or transporters – war or similar situations, riots, sabotage, boycott, strike, occupation, shortage of raw materials, machine damage, theft from the warehouse of De Looper NDO, damaging or loss at or during transport, exceptional circumstances or fire.
- The Purchaser has a purchase duty.
- All the properties made available to De Looper NDO by the Purchaser (such as equipment, information files and other products) are handled and managed by De Looper NDO with proper care. The products sent to De Looper NDO by the Purchaser will be stored and returned in the packaging chosen by the Purchaser. De Looper NDO reserves the right to pack the products in a manner deemed appropriate by De Looper NDO if it finds the packaging no longer suitable or if it does not comply with applicable laws and regulations.

6. PAYMENT

- Payment needs to take place within 30 days, unless otherwise agreed in writing, after the date of the invoice at the office of De Looper NDO or by crediting towards bank accounts stated on the invoice of De Looper NDO
 - Payments to and/or the provision of (an) advance(s) to a third party employed by De Looper NDO are forbidden and have as a consequence that no valid, exonerating payment has been made to De Looper NDO.
 - Payment needs to take place in the currency in which the price has been invoiced, unless it has been agreed in writing differently, in which case a disadvantage for De Looper NDO as a consequence of exchange rate differences will be for the account of the Purchaser.
 - The Purchaser shall always pay without deduction or set-off, without suspension for alleged or actual imputable default and without that the Purchaser may block his payment obligation by seizure under himself or otherwise.
 - De Looper NDO is at all times authorized to demand prepayment or surety for the compliance with his payment obligations from the Purchaser. If the Purchaser refuses to comply with such request or not make payment of the advance invoice in time, than that results in a shortcoming that justifies the dissolution of the Agreement by De Looper NDO. If delivery already took place in accordance with the stipulation under 5.a., then the Purchaser is in that case to immediately, but in any case within a week after the date of the notification in writing by De Looper NDO that it makes use of this right to dissolution, to deliver the goods for his account to De Looper NDO. Until the goods have been received back and approved by De Looper NDO, those goods will remain for the risk of the Purchaser.
 - De Looper NDO is at all times authorized to send the goods C.O.D. to the Purchaser and to regard the Agreement as dissolved, if the Purchaser refuses payment upon arrival at the Place of destination of the goods.
 - If De Looper NDO regards an Agreement as dissolved on the basis of the aforementioned under 6.e. and/or 6.f., then all costs De Looper NDO has made in reference to the agreement (including transportation costs) as well as the missed profits by De Looper NDO will be for the account of the Purchaser.
 - If the Purchaser does not comply within 30 days after the date of the invoice with his payment obligation, unless otherwise agreed in writing, default will emerge by law starting at the due date, without De Looper NDO being required to any notification of default or summation. In such a case the Purchaser is liable to pay over the outstanding amount the (trade) interest by law.
 - If the Purchaser with regard to any obligation under whichever name on the basis of an agreement concluded with De Looper NDO enters into a default, De Looper NDO is authorized to postpone the obligations under the agreement or to rescind the agreement and all claims that De Looper NDO has on the Purchaser will immediately be payable on demand. From the same day, the interest referred to under 6.h. will be charged over those claims, except for when already a higher interest was agreed; in that case that higher interest shall apply.
 - De Looper NDO is authorized to postpone the obligations under the agreement or to rescind the agreement, if after conclusion of the agreement De Looper NDO takes notice of circumstances that are giving good grounds to fear that Purchaser will not fulfil his obligation.
 - When the Agreement is dissolved all claims of De Looper NDO are immediate due and payable. When De Looper NDO passes the suspension or rescinding, she is in no way held to compensate damages and costs arise in any way.
 - If the rescinding is to ascribe to the Purchaser, De Looper NDO has a right to get compensation of the damage, including the costs, which directly or indirectly arose.
 - If De Looper NDO proceeds to taking collection measures, then the Purchaser is obliged to compensate De Looper NDO for all incurred related costs. Those include all fees to employed third parties and all costs that De Looper NDO makes within its own company or group of companies and that reasonably can be attributed in their entirety or in part to the concerned measures.
 - De Looper NDO is authorized to suspend all deliveries on whatever basis to the Purchaser if and for as long as he does not comply with any obligation whatsoever to De Looper NDO. If the Purchaser is more than 60 days in default, then De Looper NDO is authorized to dissolve any agreement concluded with the Purchaser, without the Purchaser can claim towards De Looper NDO a compensation for damages. This right of suspension applies notwithstanding the right of De Looper NDO to full compensation for damages by the Purchaser.
 - All that the Purchaser is liable to pay on the basis of the Agreement to De Looper NDO, will be immediately payable on demand if:
 - the Opposite Party not of not fully comply the obligations under the agreement;
 - the Purchaser files for suspension of payment or his own bankruptcy, or respectively is declared bankrupt;
 - a seizure takes place on (a part of) the assets of the Purchaser;
 - the Purchaser decides to an entire or partial cessation or transfer of his enterprise; the company of the Purchaser is dissolved.
- In these cases, De Looper NDO is authorized by means of a statement thereto to dissolve all agreements with the Purchaser with immediate effect, in part or in entirety, notwithstanding the right of De Looper NDO on compensation for damages.

7. RETENTION OF OWNERSHIP

- All goods delivered by De Looper NDO remain the property of De Looper NDO until the Purchaser has complied with all obligations under the Agreement. This includes, but is not limited to, the obligation to pay the purchase price, including all taxes, interest and costs as well as possible obligation to pay damages.
- The Purchaser is obliged to maintain these goods like a proper father of the house. He is obliged to insure the goods against the invoice value charged by De Looper NDO against all calamities. If the goods are lost or get damaged as a consequence of a calamity, then the insurance monies should be paid to De Looper NDO. The Purchaser is obliged to inform his insurer(s) of this obligation, as well as to provide the names and addresses of his insurer(s) upon the first request from De Looper NDO to it. De Looper NDO is authorized to notify those insurer(s) that the insurance monies for the goods delivered by De Looper NDO should be paid to De Looper NDO.
- The Purchaser is authorized to resell the goods in the normal course of his enterprise.
- Except for the situation stipulated under 7.c. is it forbidden for the Purchaser to dispose of, encumber, rent out or otherwise make available to third parties the goods delivered by De Looper
- NDO under retention of ownership in any way, for as long as the Purchaser has not complied with all his obligations under the Agreement.
- In case De Looper NDO makes use of the retention of ownership, the Agreement is deemed to be dissolved, notwithstanding the right of De Looper NDO to compensation for damages and missed profits.

8. COMPLAINTS

- The Purchaser is obliged to count the good immediately after delivery, to measure and weigh them, to inspect the goods on visible defects and to have the goods inspected in the customary manner for invisible defects before proceeding to storage or use. Goods once taken into use will be regarded as properly delivered, except for when a good proves to have a defect that is not visible and cannot be established in a normal manner.
- Complaints regarding numbers, sizes and weights and regarding visible or easy to assess non visible defects should be submitted within eight days after delivery in writing to De Looper NDO. If De Looper NDO has not received a complaint in writing within this term, then the goods — except for the stipulations hereafter under 8.c up to and including 8.h. — will be regarded as delivered correctly.

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- c. De Looper NDO warrants, within the stipulations below, the properness of the goods delivered by it and the materials used for it, provided that the goods are used in a careful manner in accordance with the General Terms and Conditions of Sale of De Looper NDO for the purpose or purposes for which they have been manufactured.
- d. If a good delivered by De Looper NDO proves to have an invisible defect, then a complaint has to be submitted in writing to De Looper NDO within eight days after the defect has been established. In case of exceeding of this term, the Purchaser or a third party shall have no claim whatsoever towards De Looper NDO. The same applies if on the moment of the establishment of the defect more than six months have passed after the delivery of the good.
- e. Return shipments will only be accepted by De Looper NDO if they are sent free of charge. Credit invoices will only be sent to the Purchaser after De Looper NDO has concluded explicitly an agreement thereto with the Purchaser.
- f. Complaints as referred to before in this article do not suspend the payment obligation of the Purchaser.
- g. If a complaint about delivered goods and/or services are deemed to be found and a liability of De Looper NDO in that matter is established, then De Looper NDO shall, at its discretion, either pay a compensation to the maximum of the value of the invoice of the supplied, or repair or replace the delivered for free, after the original delivered is returned to it. De Looper NDO is never obliged to any further compensation for damages.
- h. If De Looper NDO decides to replace a good or to repay the purchase price, then she will charge to the Purchaser a fee for use for the period that the good has been in use at the Purchaser or a third party. This fee for use is in the same proportion to the purchase price as the period of use to the normal life span of the good.

9. LIABILITY

- a. De Looper NDO is not liable to any further compensation for damages towards the Purchaser or third parties then which results from the stipulation under 8. In particular De Looper NDO is not liable to pay compensation for direct, indirect or material damage that is caused by the unsuitability of the goods delivered by it, errors or omission by whoever in the execution of the Agreement, by processing of unsuitable material or by non-compliance with its obligations. Neither is De Looper NDO liable towards the Purchaser or third parties for damage caused by wilful intent, gross negligence, fault or omission by those whose services De Looper NDO employs for the execution of the Agreement, in whose employment they ever may be. Neither is De Looper NDO liable towards the Purchaser or third parties for damage caused by the aids and means of transport used by it.
- b. De Looper NDO is towards the Purchaser and/or third parties not liable for any damage as a consequence of delivered goods that fall or should fall under the cover of the insurance of the Purchaser if the Purchaser would have concluded the insurance required thereto. In this respect the Purchaser safeguards De Looper NDO for all such claims from third parties and the related costs.
- c. The Purchaser safeguards De Looper NDO for all damages, costs and interests, which might arise for De Looper NDO as a consequence of claims from third parties that relate to the goods delivered by De Looper NDO.

10. VIOLATION OF THIRD PARTIES' RIGHTS

- a. If De Looper NDO manufacture for the Purchaser goods in accordance with the shapes, lasts, drawings, models, samples or other directions, such in the broadest sense of the word and/or with the aid of tools provided by the Purchaser or made in accordance with his directions, then the Purchaser warrants to De Looper NDO that during the manufacturing of the goods and/or the subsequent delivery of the accordingly manufactured goods no brand, patent or any other right of third parties is being violated.
- b. If an third party approaches De Looper NDO with the declaration that by that manufacturing and/or delivery any right of any third party is being violated, then De Looper NDO is authorized to stop without any notification the manufacturing and/or delivery of those goods, and to dissolve the Agreement without being liable to pay any damage towards the Purchaser. The Purchaser is obliged to pay fully the related costs and damages for De Looper NDO.
- c. The Purchaser safeguards De Looper NDO against claims that third parties may make towards De Looper NDO because of violation of their rights as referred before under 10a. and 10b.

11. SPECIAL GOODS

- a. If De Looper NDO upon request of the Purchaser manufactures goods that De Looper NDO until then did not make or not make in that variety, then it is authorized to manufacture these articles also for third parties. If a deviation of the previous full sentence is made in a special agreement, then De Looper NDO will be authorized after all to such manufacturing for third parties if the Purchaser has the concerned good also manufactured at one or more other manufacturers, or if one or more other manufacturers produce a similar good for (a) third party/parties.
- b. Shapes, lasts, tools, drawings, models, samples and in general directions for the manufacturing of certain goods that have been produced by De Looper NDO or in its commission for the manufacturing of goods deviating from the normal production program, are and remain the property of De Looper NDO.
- c. These shapes, lasts, tools, drawings, models etc. will not be used by De Looper NDO for the execution of commissions of third parties except if the Purchaser also lets the concerned good be manufactured by one or more other manufacturers.
- d. If these shapes, lasts, tools, drawings, models, samples should be replaced for the benefit of the Purchaser, then the related costs will be for the account of the Purchaser.
- e. The drawings and designs made available by De Looper NDO to the Purchaser may not be copied or made available to third parties without its permission. These drawings and designs should immediately be returned after use to De Looper NDO. By the mere violation of this stipulation, the Purchaser will forfeit for the benefit of De Looper NDO a contractual fine immediately payable upon demand of € 10,000 per event and of € 2,500 for any day that the violation continues.
- f. Except if De Looper NDO has the right to use shapes, lasts, tools, drawings and models et cetera, also for third party purchasers, then these will be destroyed as soon as the Purchaser informs De Looper NDO that he does not desire further storage.

12. APPLICABLE LAW

- a. Only the laws of the Netherlands apply to all agreements concluded under these General Terms and Conditions of Sale and on all agreements deriving there from.
- b. The applicability of the stipulations of the Treaty of the United Nations regarding international sales concerning movable goods of 11 April 1980 (the Vienna Purchase Treaty) is explicitly excluded from the legal relation between De Looper NDO and the Purchaser.

13. COMPETENT COURT

All disputes will in the first instance exclusively be submitted to the competent court in Zeeland-West-Brabant location Breda, the Netherlands.

14. CHANGES

De Looper NDO has the right to change these General Terms and Conditions of Sale unilaterally. In case of changes the Purchaser will be notified hereof in writing.