

General conditions of sale and delivery Leeijen trading b.v

I. GENERAL

1. These conditions shall apply to all offers, orders, assignments, agreements for purchase/sale of goods and other legal relationships (including negotiations regarding such agreements) with Leeijen trading., with registered office in Beringe, The Netherlands These terms can be quoted as AVW-Leeijen.
2. Additions or exceptions to these conditions must be agreed in writing. Such additions and exceptions shall only apply to the agreement for which they are made.
3. The rights and obligations arising from agreements between Leeijen and client may not be transferred by client to third parties, except with the written consent of Leeijen.
4. The provisions of section 1 title 7 of book 7 Dutch Civil Code (assignment), with the exception of Article 7:406 and 7:412 shall not apply to legal relationships with Leeijen, unless otherwise specifically provided in the agreement or in these conditions.
5. The applicability of additional or deviating conditions or general conditions used or referred to by client or other conditions customary in the sector is explicitly rejected.
6. In case of a dispute between the English text of these general terms and translations thereof, the Dutch version will prevail over any translations of this text.
7. In the event a specific agreement between Leeijen and client is concluded to which these general conditions apply, the provisions of such specific agreement shall prevail in case of a conflict between the provisions of such specific agreement and the AVW-Leeijen.

II. OFFERS

1. All offers shall be without obligation and are based on performance of the agreement under normal conditions and during normal working hours according to the information supplied by client, unless explicitly indicated otherwise.
2. All offers shall be valid for a period of 30 days, unless otherwise agreed in writing. An offer which contains a time-limit may nevertheless be revoked by Leeijen, even after receipt of the order or confirmation, provided this is done within 3 days.

III. AGREEMENTS

1. An agreement shall be concluded under the condition precedent that Leeijen has approved and confirmed the order in writing (including electronically) or when Leeijen commences the execution of the order or assignment placed by client. The content of the agreement shall be determined by the offer and/or order confirmation of Leeijen and the avw-Leeijen.
2. In the event an agreement between Leeijen and client is concluded electronically, Leeijen is not obliged to confirm the receipt of the statements of client and client is not allowed to dissolve the agreement based on the absence of such a confirmation of receipt.
3. Client's orders are deemed irrevocable. Cancellation or amendment of an order is only possible with leeijen's written consent and to the extent this can reasonable be expected from leeijen and provided client pays cancellation costs in the amount of 15% of the invoice (excluding VAT). If client's request for amendment or additions

imposes additional costs on Leeijen, Leeijen is entitled to charge these costs in full to client. In that case, Leeijen is also entitled to set a new delivery date. Cancellation of an order specifically made, adjusted, designed or loaded for client (e.g. stacking) or of specific services rendered at client's request is not possible.

4. Leeijen is entitled to terminate negotiations with client at any time and/or to refuse acceptance of an order in whole or in part, whether the order is made electronically or in writing, within 24 hours after receipt of the order, without becoming liable to pay costs and/or damages to client and without having to state any reason.
5. All quotations, advertisements, pictures and other descriptions are made with care, but Leeijen does not warrant that there will be no deviations, for example regarding color. If client proves that the goods delivered deviate from the indications made by Leeijen to such an extent that it can reasonably be no longer required from client to take delivery of these goods, client is entitled to request delivery of lacking parts or rescind the agreement to the extent justified by the deviation..
6. Leeijen is not obliged to verify whether the order, information and documents provided by client are correct. Failure or delay by Leeijen in the performance of its obligations due to incorrect or incomplete information provided by client cannot be attributed to Leeijen. Client is liable for the costs and damage resulting from incorrect or incomplete information.

IV. PRICES

1. All price quotations and the prices which Leeijen charges are the prices applicable at the time of the quotation or of conclusion of the agreement, Ex Works Beringe (unless otherwise agreed) excluding VAT and other costs ensuing from the agreement, such as levies and tariffs.
2. Where after making a quotation a change occurs in one of the factors determining the price, Leeijen shall be entitled to adjust the prices accordingly, even if the agreement has in the meantime been concluded.
3. Price increases of more than 10% entitle client to rescind the agreement, provided this is done in writing and within seven days of receipt of notification thereof. Such a cancellation shall not entitle client to compensation for any damage whatsoever.

V. PAYMENT

1. Client shall be obliged to pay all invoices prior to delivery of the goods in question or before the work in question is carried out (payment in advance), unless agreed otherwise in writing, and without deduction, set-off or discount. Leeijen shall not deliver the goods in question or carry out the work in question until the invoice has been paid in full, or, at Leeijen's choice, until adequate security for payment is provided by client.
2. Where invoices are not paid in cash in accordance with Article V.1, client shall be in default simply by the passing of the agreed payment date, without any notification of default being required, irrespective of whether the exceeding of such payment date is attributable to client or not.
3. Notwithstanding Leeijen's other rights and remedies, Leeijen shall then be entitled to charge interest on the outstanding amount of 1% per month (whereby part of a month is calculated as an entire month), chargeable from the due date in question.

4. Leeijen is entitled to postpone delivery of new orders until client has paid all outstanding invoices.
5. All extrajudicial and judicial costs incurred by Leeijen by virtue of a dispute with client, both as plaintiff and as defendant, shall be for account of client. The extrajudicial collection costs shall be established at 15% of the outstanding amount with a minimum of EUR 100.- per case and the judicial collection costs shall be established at the actual amount paid by Leeijen for the legal proceedings, even if this exceeds the liquidated costs of the proceedings.
6. Incoming payments shall serve to settle the longest outstanding items - including interest and costs - even where client states otherwise in this respect.
7. In case of late payment, any adverse exchange rate difference shall be for account of client. Reference dates are the due date of the invoice and the date on which payment is made.
8. Leeijen may at any time set off its obligations towards client, in whatever currency and whether or not due and payable, against any claims which it may have against client, in whatever currency and whether or not due and payable.

VI. DELIVERY TIME, DELIVERY, RISK

1. The time of delivery mentioned or agreed shall in any case, but not exclusively, be automatically extended by the period(s) during which: - there is a delay in the supply and/or dispatch and/or of any other circumstance temporarily holding up the execution, irrespective of whether this is attributable to Leeijen and/or was foreseeable; - client defaults in one or more of its obligations towards Leeijen or, to Leeijen's sole opinion, there is good reason to believe that client will default; - client does not enable Leeijen to execute the agreement, which shall among others be the case if client fails to state the place of delivery if applicable or fails to provide Leeijen with the information, goods or facilities necessary to perform the agreement.
2. Delivery in the Netherlands shall take place Ex Works Beringe, unless otherwise agreed in writing. All goods shall be transported for account and risk of client, even where the dispatch is made carriage paid to.
3. Where Leeijen on request of client is responsible for dispatch of the goods or where the agreed parity of the ICC Incoterms lays this responsibility on Leeijen, the time and method of dispatch and dispatch route shall be at Leeijen's choice. Goods in transit insurance shall only be taken out by Leeijen on the express request of client and all related costs shall be for client's account.
4. Delivery shall be deemed to have taken place at the time when the goods are made available to client at Leeijen's premises. If client does not take delivery of the goods, client shall be immediately in default and the goods shall be stored at client's account and risk. If client does not collect the goods concerned within the newly stipulated term, Leeijen is entitled to rescind the agreement in whole or in part and to dispose of the goods concerned in any manner it deems fit, without any compensation whatsoever being due by Leeijen. Leeijen shall be entitled to recover its claim on client from the proceeds.
5. Delivery outside the Netherlands shall be carried out Ex Works (EXW), unless another Incoterm of the International Chamber of Commerce (ICC), most recent edition, is agreed.

6. Partial deliveries shall be permitted and can be invoiced separately by Leeijen. The same applies to services rendered.

VII. GUARANTEE/CLAIM

1. The goods supplied by Leeijen shall meet the specifications as set out in the corresponding agreement. No guarantee shall be given, unless otherwise indicated in the agreement and unless a manufacturer's warranty is given in which case Leeijen gives no further or other warranty than said manufacturer's warranty. With respect to services, Leeijen warrants that the services are rendered properly and to the best of its ability as is customary in the sector and according to the current standards and expertise.
2. Where client calls upon the guarantee given by Leeijen in the corresponding agreement and makes a claim, Leeijen shall assess the claim and if applicable, deal with the claim taking into account the provisions in the agreement in this respect. Guarantee claims cannot be transferred to third parties.
3. Subject to lapse of its claim, client must inspect the goods and services upon delivery in order to evaluate whether there are visible defects. Claims regarding the invoiced amount or visible defects must be made in writing to Leeijen within 3 days after receipt or delivery, giving an accurate description of the complaints. For all other claims, a period of 5 days after the defects became known or should have become known shall apply. If client fails to notify Leeijen in time as meant in this article, client loses its right to claim under the warranty (in the case warranty was agreed). The goods in question must be made available to Leeijen upon Leeijen's first request for examination in the state they are in at the time of the claim.
4. Claims under the warranty cannot be made if: - the goods have been used for purposes other than for which they are normally intended, or in the opinion of Leeijen have been used or transported improperly or have been repaired, altered or adjusted by client or a third party; - the damage has been caused by negligence of client (for example by insufficient or incorrect maintenance or storage) or by client having acted contrary to instructions, indications and advice of Leeijen; - the claim relates to parts which are subject to normal wear tear, parts of which the seal has been broken or accessories; - client has not fulfilled its obligations towards Leeijen (both financially and otherwise). - client upon discovery of the defect has failed to take all actions and refrain from all actions to prevent further damage from occurring, for example by continuing to use the goods.
5. Leeijen never warrants the absence of defects, which are the consequence of complying with any mandatory governmental laws and regulations regarding the nature or the quality of the raw materials and/or materials applied in the delivered goods.
6. Should client file a warranty claim under this article and the claim is found to be justified by Leeijen, Leeijen shall at its discretion, replace the goods involved free of charge (after which the replaced goods shall become Leeijen's property) or repair them or give a price reduction.
7. The handling of a claim shall not suspend the payment obligation of client.

8. Where apart from the cases described above, consideration is given by Leeijen to a complaint, this shall be carried out entirely without obligation and client may not derive any rights there from.
9. Any claim and/or defense, based upon facts that would justify the claim that the goods delivered or services rendered do not comply with the agreement, expires one (1) year after the date of delivery or the date of termination of the services.

VIII. INSPECTION

1. Client shall have the right, for its own account, to inspect the goods prior to delivery at a time and place determined by Leeijen.

IX. NON-FULFILMENT/CANCELLATION/SUSPENSION

1. Leeijen shall be authorised to rescind the agreement in full or in part or to suspend its performance under the agreement, with immediate effect, without judicial intervention, and without prejudice to Leeijen's other rights and remedies (to fulfilment and/or damages), if: - client acts in contravention of any provision of the agreement (including these AVW Leeijen) between parties; - client applies for suspension of payment or makes an application for adjudication of bankruptcy; - bankruptcy of client has been applied for; - the business of client is shut down or liquidated; - a private composition is offered to client's creditors.
2. In these cases, any and all claims against client shall become immediately due and payable, without Leeijen being liable to compensate for damages or to provide a guarantee.
3. The provision of paragraph 1 of this article shall also apply if client, after being requested in writing to do so, has failed to provide in Leeijen's opinion satisfactory security within seven days. All costs in this respect are for client's account.
4. If client fails to make payment in time or fails to take delivery during a period of more than 40 days, Leeijen is entitled, without being obliged to issue any further notice, to resell the goods, in which case client forfeits any down payment made to Leeijen as compensation for losses incurred by Leeijen, unless client proves that the losses incurred by Leeijen are less than the down payment.

X. RESERVATION OF OWNERSHIP

1. Delivery shall take place under retention of title. This retention of title applies with respect to all payment obligations for all goods delivered or to be delivered by Leeijen to client by virtue of any agreement and/or services rendered as well as with respect to all claims based on breach of these agreements.
2. Leeijen shall be authorised to take back the goods which have remained its property in accordance with the previous paragraph if client breaches its obligations or if Leeijen has good reason to believe that client will breach its obligations. Execution of its retention of title shall be deemed to qualify as rescission of the agreement(s) concluded with client. Client authorises Leeijen and its representatives irrevocably to enter all premises and to remove the goods in question (or have the goods in question removed) from where they are located and shall ensure this right of Leeijen and its representatives with client's customers. Client shall provide all cooperation necessary

in order to effect Leeijen's retention of title. All costs related to the removal of the goods are for client's account.

3. Client shall be authorised, if and to the extent necessary in the ordinary course of its business, to dispose of the goods which are subject to retention of title but this does explicitly not include the right of client to pledge or otherwise encumber the goods (both contractually and in rem). Should client make use of this authority, client shall be obliged to deliver the goods which are subject to retention of title to third parties subject to this retention of the title of Leeijen. Client shall also be obliged to grant Leeijen on its first request a non-possessory first ranking pledge on all claims which client has or shall obtain on these third parties and to state in the deed of pledge that client is authorised to pledge and that the claims to be pledged are unencumbered. Should client refuse to do so, this provision shall be deemed to include an irrevocable power of attorney for Leeijen. The retention of title to the goods shall be governed by Dutch law or, at Leeijen's discretion, by the laws of the country of destination of the goods, provided that (i) the laws of such country in respect of retention of title provide better protection to a creditor than Dutch law and (ii) the goods are actually imported in that country of destination.
4. If a creditor of client levies execution against, forecloses on, or takes possession of, all or any part of the goods owned by Leeijen or if client files for an application or an application is filed with regard to client for bankruptcy or if client is declared bankrupt, if an application for a (preliminary) suspension of payments with regard to client is made or granted, or if client is made subject to the *WSNP*, client shall immediately inform Leeijen and shall inform the party making the attachment that it has obtained the goods subject to retention of title.

XI. RETENTION RIGHT

1. Leeijen is authorised to suspend the fulfilment of its obligation to return goods owned by client, which Leeijen has in its possession by virtue of the agreement, until the claim of Leeijen with regard to this agreement has been paid in full, including interest and costs.

XII. EXCHANGE

1. If client continues to use an exchanged motor vehicle in anticipation of the delivery of the motor vehicle ordered by him, such use takes place at client's risk and all costs regarding the first mentioned motor vehicle and any decrease in value thereof are for client's account.

XIII. LIABILITY

1. Leeijen shall not be liable for damage caused as a result of any default in the fulfilment of its obligation(s) towards client. The fulfilment of the obligations under guarantee/claim as described in article VII serves as sole and full compensation. Any other claim for compensation, including claims for trading losses (losses due to stoppage, loss of income, incurred losses, lost profits), personal accidents and any other consequential or immaterial losses of whatever nature, including damage as a result of liability in relation to Leeijen shall not be liable for wilful intent or (gross) negligence of (non-managerial) subordinates or other parties which are engaged by Leeijen, Leeijen accepts no liability for advice given by or on behalf of Leeijen.

2. Leeijen shall not be liable for damage to motor vehicles of client and/or of third parties which are located on its premises.
3. Client shall indemnify and hold Leeijen harmless against any and all claims of third parties related to the delivered goods or services rendered, to the extent such claims are in excess of or additional to claims which client is entitled to invoke vis-à-vis Leeijen. Client shall indemnify and hold Leeijen harmless against any and all claims for personal injury or death of employees of client or of third parties and/or damage to property of client and/or of third parties to the extent the event leading to such claim takes place at Leeijen's premises. The foregoing shall not apply to the extent the damage is caused by willful intent or gross negligence of Leeijen or its directors.
4. Legal and contractual limitations of liability which suppliers or subcontractors of Leeijen can invoke vis-à-vis Leeijen with respect to the goods delivered or services rendered, can be invoked by Leeijen vis-à-vis client.
5. Leeijen stipulates all legal and contractual defenses that it can invoke in respect of its liability towards client also for the benefit of its employees and agents for which it can be held liable by law.
6. The foregoing provisions do not affect liability based on mandatory law

XIV. FORCE MAJEURE

1. Force majeure shall mean any circumstance outside the will and control of Leeijen, whether or not foreseeable at the time of entering into the agreement, as a result of which Leeijen can reasonably no longer be held to fulfil its obligations towards client, such as war, import or export restrictions, governmental measures, lack of raw materials, factory or transport disruptions of any nature whatsoever, strikes, trade prohibitions, lockout or lack of personnel, quarantine, epidemics, hold-ups due to frost or any other weather circumstances, default of suppliers or of third parties engaged by Leeijen for the performance of the agreement, etc.
2. In the event of force majeure, Leeijen shall not be obliged to fulfil its contractual obligations. In such case, Leeijen is entitled to perform within a reasonable period or to rescind the agreement in whole or in part, without being liable to pay damages. Client is in the event of force majeure for Leeijen entitled to rescind the agreement, after client has granted Leeijen a reasonable period within which to perform.

XV. PARTIAL NULLITY

1. In the event that any of the provisions contained in these AVW Leeijen or in the agreement with client are (partly) invalid and/or unenforceable, the remaining provisions shall continue to be in force to the fullest extent permitted by law. The invalid or non-binding part shall be replaced by provisions which are valid and binding and which come nearest to the intention of the parties and the aimed economic result.

XVI. SANCTIONS

1. The other party declares not to resell any goods, purchased from Leeijen Trading, to parties that are included on the EU sanction lists and/or the OFAC Specially Designated Nationals And Blocked Persons List (SDN)

XVII. PLACE OF FULFILMENT, APPLICABLE LAW, COMPETENT COURT

1. The place of business of Leeijen shall be the place where client must fulfil its obligations towards Leeijen.
2. Solely Dutch law shall apply to all offers and agreements of leeijen with the exception of the provisions of Section 6.5.3 BW (Dutch Civil Code) and the Vienna Convention on the International Sale of Goods.
3. All disputes which may arise as a result of the agreement signed between client and Leeijen, or from further agreements arising therefrom or from these AVW Leeijen shall, at Leeijens's sole choice, be settled by the competent court of Roermond or by arbitration by the Netherlands Arbitration Institute (*NAI*). The place of arbitration shall be Roermond, the Netherlands. The arbitral tribunal shall comprise of one arbiter who shall rule in accordance with the rules of law. The arbitral proceedings shall be conducted in the English language. The possibility to join the arbitral proceedings with other arbitral proceedings pursuant to article 1046 Dutch Civil Proceedings Act is excluded. Notwithstanding the foregoing, nothing in this article shall preclude any of the Parties from applying injunctive relief in summary proceedings ("*kort geding*") before any competent court in the Netherlands instead of arbitration..