

## TERMS AND CONDITIONS OF DG RUBBER HOLLAND BV, NIJKERK.

## Interpretation

Supplier : DG Rubber Holland BV, the user of the terms and conditions;  
Customer : the Other Party of the Supplier, the buyer, the client;  
Agreement : the contract between Supplier and Customer;

## 2. General

- 2.1 These terms and conditions shall govern all special offers and agreements between Supplier and Customer on which Supplier declares these terms and conditions as applicable, unless both parties expressly and in writing have agreed otherwise;
- 2.2 These terms and conditions also apply to all agreements with the Customer when the Supplier is making use of third parties for the implementation of these agreements;
- 2.3 The terms and conditions of the Customer are expressly not applicable, unless both parties agree otherwise in writing. If terms and conditions of both parties are applicable the provisions of the terms and conditions of the Supplier prevail in the event these are in conflict;
- 2.4 Provided that one or several of the provisions of these terms and conditions are ineffective or unenforceable, the effectiveness of the remaining provisions of the terms and conditions are not affected by that. The parties will replace ineffective or unenforceable provisions by effective provisions, which correspond to the intended objective of the ineffective or unenforceable provisions.

## 3. Special offers / Offers / Prices

- 3.1 All special offers in any form are non-binding, unless a term of acceptance has been mentioned in the special offer;
- 3.2 The offers made by the Supplier are informal unless otherwise indicated. Supplier is only bound by the offer made if Customer has accepted the offer within 14 days in writing and the materials offered are still available and/or deliverable;
- 3.3 If a natural person enters into an Agreement for another natural person he declares - by signing the Agreement - that he is fully authorized. This person is jointly liable together with the other natural person for all obligations arising from this Agreement;
- 3.4 If the acceptance is different from the contents of the offer, Supplier is not bound by it. The Agreement will not be made corresponding to this different acceptance, unless Supplier states otherwise;
- 3.5 Supplier is not bound to deliver a part of the goods mentioned in a special offer against the given price when it is part of a combined offer;
- 3.6 Special offers or offers do not apply to reorders;
- 3.7 The delivery dates given in any Agreement are estimates only and by any delay Customer shall not be entitled to dissolve the Agreement or to any compensation, unless expressly agreed otherwise;
- 3.8 Agreements to which Supplier is a party shall only be deemed concluded when Supplier has accepted the order in writing and/or in case of delivery of the ordered goods ex warehouse by Supplier to Customer;
- 3.9 All amounts stated in the special offers/offers apply to delivery ex warehouse, are in Euros and include costs of loading, are exclusive of VAT, government taxes, delivery charges, freight costs and administration costs, unless expressly agreed otherwise;
- 3.10 Supplier may pass on price increases of more than 10% if between moment of offering/accepting and delivery price changes have occurred due to e.g. foreign exchange fluctuations, wages, raw materials, semi-finished products or packaging material;
- 3.11 If Supplier and Customer enter into more than one Agreement these terms and conditions apply regardless if these are expressly agreed or not.

## 4. Delivery

- 4.1 Delivery of the goods will be ex warehouse of Supplier, unless both parties agreed otherwise;
- 4.2 Customer has to take delivery of the goods at the moment Supplier delivers the goods or has them delivered or at the moment as agreed in the Agreement;
- 4.3 If Customer rejects the goods or is negligent in giving information or instructions regarding delivery, Supplier shall be entitled to store the goods for the account and at the risk of Customer;
- 4.4 In the case of cash-on-delivery Supplier will always charge the cash-on-delivery costs to Customer;
- 4.5 In case of delivery Supplier is entitled to charge possible costs for delivery. Free delivery for orders above € 450,- (four hundred and fifty euros) exclusive of VAT. In case of export Customer shall pay for the freight costs;
- 4.6 The freight costs are determined by weight and will be charged separately;
- 4.7 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. If Supplier exceeds the time limit Customer shall send a letter of formal notice;
- 4.8 If Supplier needs information of Customer for carrying out the Agreement, delivery time will commence on receipt of this information;
- 4.9 Supplier reserves the right to effect a delivery in parts. Supplier shall be entitled to charge for each partial delivery.

## 5. Examination and claims

- 5.1 Customer has to examine the goods and their packaging immediately on delivery or as quickly as possible. In addition, he has to convince himself of the Agreement-appropriate quality and quantity of the delivered goods;
- 5.2 A sample shown to Customer is to be considered as indicative and will not exactly match the goods to be delivered, unless expressly agreed that it would be so;
- 5.3 Possible visible defects shall be reported in writing within 8 days after delivery to Supplier;
- 5.4 Supplier is given a reasonable opportunity of examining the defects;
- 5.5 If under the previous paragraph complaints are made in time Customer is still required to accepting and paying the purchased goods. If Customer wants to return defective goods he shall do so with a prior written permission of Supplier and will be returned in the way Supplier indicates.

## 6. Terms of payment

- 6.1 In the case of payment for orders under € 100,- (one hundred euros) this shall be done cash on delivery. Other payments shall be done in euros within 30 days of the date of invoice in a way indicated by Supplier. Payment of orders above € 5000,- (five thousand euros) shall be done as follows:  
1/3 on receipt of the order;  
1/3 when goods are ready to be sent at Supplier's;  
1/3 within a month of paying the second installment payment;
- 6.2 Objections to the amount of the invoice do not suspend the payment obligation;
- 6.3 If Customer fails to make a payment within the terms of payment of 30 days, Customer is legally in default. Customer must then pay interest of 1% per month or part of that month unless the legal interest and/or commercial interest is higher, in which case the highest interest applies. The interest to be paid on the amount payable will be calculated from the date that Customer is legally in default until the date of the payment of the full amount;
- 6.4 In case of liquidation, (application of) bankruptcy, admission to debt restructuring under the Natural Persons Debt Rescheduling Act, sequestration or (provisional) suspension of payments of Customer the claims of Supplier become payable on demand immediately;
- 6.5 Payments firstly reduce the costs, then the interest owed and finally the principal sum and accrued interest.
- 6.6 Customer's right to offset his claims on Supplier is excluded

## 7. Debt collection fees

- 7.1 If Customer defaults in (timely) payment all reasonable costs incurred in obtaining payment out of Court will be at the expense of Customer. The collection costs are calculated in accordance with the rates for collection issues as advised by the Dutch Bar Association;
- 7.2 If user had to incur costs that were reasonably necessary these are also eligible for reimbursement;
- 7.3 Possible reasonable legal expenses and execution costs are also at the expense of Customer.

## 8. Reservation of Title

- 8.1 All goods delivered by Supplier shall remain Supplier's property until all obligations regarding all Agreements entered into with Supplier are met by the Customer;
- 8.2 The Customer may not pledge the goods that are subject to reservation of title nor encumber them in any other manner;
- 8.3 In the event that third parties levy attachment on goods supplied subject to the reservation of title or wish to create or assert rights on them, Customer is required to inform Supplier of this as soon as possible;
- 8.4 Items delivered by Supplier which, pursuant to section 1 of this article, are subject to reservation of title, may only be resold within the scope of normal business operations and may never be used as means of payment;
- 8.5 In the event that Supplier wishes to exercise its property rights referred to in this article, Customer hereby unconditionally and irrevocably authorises Supplier or third parties to be designated by the Supplier to access those locations where the Supplier's goods are located and to retrieve those goods.

## 9. Guarantee rights

- 9.1 The goods supplied by Supplier will be in accordance with the technical requirements and specifications set by Dutch law;
- 9.2 The guarantee referred to in section 1 of this article shall be valid for a period of 6 months following delivery;
- 9.3 This guarantee is limited to:  
- manufacturing faults and does therefore not cover damage resulting from wear and improper and/or incorrect use;  
- delivery to buyers in the Netherlands;
- 9.4 This guarantee will expire:  
- in case of resale of the goods delivered, unless parties expressly agreed otherwise;  
- in case of inappropriate or improper use by Customer or third party or in case of modifications, changes or repairs of the goods delivered by Customer or third party;
- 9.5 As long as the Customer fails to perform its obligations arising from the Agreements concluded between the parties, it cannot invoke this warranty provision.

## 10. Suspension and termination

- 10.1 Supplier is authorized to suspend compliance with its obligations or dissolve the Agreement if:  
- Customer fails to comply in full or good time with obligations arising from the Agreement;  
- circumstances come to the knowledge of Supplier after the Agreement is concluded which constitute a serious reason to fear that Customer will not comply in full or good time with its obligations. If there is ground to fear that the purchase will only partially be fulfilled or not properly, the suspension is only permissible to the extent that the shortcoming justifies the same.  
- Customer upon entering into the Agreement was requested to provide security for compliance with the obligations arising from the Agreement and that security has not been provided, or is insufficient. As soon as the security is provided, the competence expires to postponement unless the payment is unreasonably delayed;
- 10.2 Moreover Supplier is authorized to dissolve the Agreement or cause it to be dissolved if circumstances arise such that compliance with the Agreement may no longer be demanded of it, or may not be demanded according to any measure of reasonableness and fairness, or if circumstances otherwise arise so that the unaltered continuation of the Agreement may no longer be reasonably expected of it;
- 10.3 If the Agreement is dissolved, all amounts receivable by Supplier will be immediately due and payable. If Supplier suspends performance of its obligations, it will retain its claim ensuing from the law and the Agreement;
- 10.4 Supplier always reserves the right to claim compensation.

## 11. Order cancellation

- 11.1 In the event that a Customer wishes to cancel a contract once it has been entered into, a cancellation charge of 10% of the order price agreed upon (including VAT) will be made, without prejudice to Suppliers right to compensation in full for loss, including loss of profits;
- 11.2 If, in the event of cancellation, Customer refuses to purchase goods, such as materials and raw materials already acquired by Supplier, irrespective of whether these goods have been treated or processed, Customer will be obliged to pay the Supplier all ensuing costs

## 12. Liability

- 12.1 Should the goods delivered by Supplier be defective, Supplier's liability towards Customer is limited to what is defined under Guarantee rights of these terms and conditions;
- 12.2 Should Supplier be liable for direct damage, this liability will be limited to the amount paid by its insurer, or at least up to the invoice amount, or to the amount corresponding with that part of the Agreement to which the liability pertains;
- 12.3 Supplier shall never be liable for indirect damage including consequential damage, loss of profit, loss of savings and damage due to stagnation of business;
- 12.4 The limits of liability for direct damages included in these terms and conditions shall not apply if the damage is due to intent or gross negligence of Supplier or his subordinates;

## 13. Transfer of risk

- 13.1 The risk of loss or damage to the goods that are subject of the Agreement will pass to Customer at the time the goods in question are legally and/or actually delivered to Customer and have thus come under the Customer's control or that of a third party designated by Customer;
- 13.2 If Customer arranges transport, the expense and risk incurred will be solely for Customer.

## 14. Force Majeure

- 14.1 Neither party will be obliged to fulfil any obligation if it is prevented from doing so due to a circumstance which cannot be attributed to gross negligence or an intentional act or omission on its part, and which is also not for its account pursuant to the law, a juristic act or generally prevailing opinion;
- 14.2 In these terms and conditions, force majeure shall include, in addition to its definition provided by law and case law, all external foreseeable or unforeseeable causes which the Supplier cannot influence but as a result of which Supplier is unable to fulfil its obligations. Strikes at Supplier's company are included;
- 14.3 Supplier is also entitled to refer to force majeure, should the circumstances arise which makes a (further) execution of its duties impossible, after Supplier should already have executed them;
- 14.4 Parties may suspend the obligations ensuing from the Agreement during the period that the force majeure continues. If this period lasts longer than two months, then each party is entitled to terminate the Agreement without any obligation to pay damages to the other party;
- 14.5 To the extent that, at the time when force majeure takes effect, Supplier has partially complied with its obligations under the Agreement or will be able to comply with them, and independent value is attached to that part of the obligations that has been or will be complied with, Supplier is entitled to invoice separately for the said part. Customer shall be held to pay this invoice as if it were a separate agreement.

## 15. Special products

- 15.1 Unless expressly agreed otherwise, Supplier is entitled to make special products made for Customer, also for third parties;
- 15.2 Customer is required to inspect samples of special products within 14 days after delivery. If Supplier doesn't receive a message of disapproval within 14 days the samples shall be considered as approved;
- 15.3 Unless expressly agreed otherwise, all models, matrices, samples, moulds, drawings and all other equipment and instructions regarding the manufacturing of the special products are and shall remain property of the Supplier;
- 15.4 Costs of replacement, repairs and maintenance of the matrices are at the expense of Customer.
- 15.5 Drawings, know how and designs made available by Supplier to Customer may not be copied, or made available for examination to third parties without written consent. They shall immediately after use be returned to Supplier. If Customer infringes upon this regulation he forfeits an immediately payable fine of EUR 50,000,- (fifty thousand euros) per occasion that the violation takes place and EUR 5,000,- (five thousand euros) per day that the violation continues.
- 15.6 Supplier has the right to destroy matrices, irrespective of their ownership, if they haven't been used for 2 years. Supplier will inform Customer of his intention to destroy them 3 months in advance before the end of the 2 year period

## 16. Disputes

In the absence of mandatory rules of law to the contrary, the court in Supplier's place of establishment has exclusive competent jurisdiction. Nevertheless Supplier will be entitled to submit any disputes to the competent court according to the law.

## 17. Governing Law

Dutch law shall apply to all Agreements between Supplier and Customer. The Vienna Sales Convention is expressly excluded.

## 18. Registration

These Terms and Conditions are registered in Dutch with the Chamber of Commerce Gooi-, Eem- en Flevoland, under number 08057144.