



General Terms of Sale and Supply Rev 1/2005

Kleiss & co bv - Zwijndrecht - The Netherlands

Article 1. Appropriateness

1. These conditions shall apply and are part of all offers and tenders coming from Contractor, commissions given to Contractor and agreements concluded by Contractor, whatever his name, as well as to its implementation, and shall be submitted at first request of Client.
2. Contractor shall only carry out its work if these conditions apply. Contractor shall not agree with the appropriateness of conditions applied by Client insofar as Client refers to them or sends them, unless agreed differently in writing.
3. Stipulations deviating from these conditions shall only be valid if they have been confirmed in writing by the management of Contractor.

Article 2. Offers, tenders and confirmations of the commission

- All tenders and offers shall be free of obligations, unless they contain a term for acceptance. If a tender contains an offer that is free of obligations and it is accepted, Contractor shall be entitled to revoke the offer within five working days after receipt of the acceptance. Tenders without an explicit term for acceptance shall be valid during thirty days after the date of tender, however are made entirely free of obligations.
2. Contractor shall immediately send Client a confirmation of the commission after reaching agreement about the sales and delivery to Client of its products and/or services, in which the most important elements of the agreement have been included. With the exception of an almost immediate notice to the contrary of Client, the confirmation of the commission shall serve as proof of the reached agreement or concluded agreement.
 3. In the event of commissions made or orders placed verbally, by fax or by internet-email, the agreement shall only be concluded if Contractor confirms it in writing within 8 days after having received the commission or order. An agreement shall in any case be considered to have been concluded if Contractor actually carries out the commission or order and Client does not immediately protest against this implementation.
 4. Commissions made and orders placed by telephone and by fax or Internet email shall be carried out in conformity with the notes made by Contractor and the interpretation given to these notes. It is obvious that Client shall be entitled to furnish evidence to the contrary.
 5. All price lists, cost statements, brochures and other data referring to products and services of Contractor that are provided with a tender or offer, shall only be binding upon Contractor if Contractor explicitly confirms this in a written confirmation of the commission. In all other cases, that is to say if Contractor only provides the aforementioned to market parties or Client free of obligations, these market parties or Client cannot derive any right from these price lists, cost statements etc. towards Contractor. The various statements are made as accurately as possible. Apparent clerical errors and/or errors can be corrected by Contractor.
 6. All data, information, pictures, descriptions, dimensions and such provided with a tender or offer or provided entirely free of obligations shall remain the intellectual property of Contractor. Whoever violates this intellectual property [copyright] shall act unlawfully against Contractor, with regard to which Contractor shall take legal action. Contractor shall be able to claim full compensation from the violator.
 7. No rights towards Contractor can be derived from the contents of brochures of Contractor. Colour combinations, dimensions and/or descriptions included in the brochures shall not be binding upon Contractor.

Article 3. Prices

1. All prices shall be stated in Euros and considered to have written in Euros [legal Dutch currency].
2. All offered prices shall exclude turnover tax and those expenses, which are at the expense of Client as a result of this agreement between parties. The prices are based on the rates, wages, import duties, taxes and other price-determining factors that apply at the time of concluding the agreement.
3. If one or more of these factors are changed with an agreement that has been concluded for more than three months, Contractor shall be entitled to also change the offered or agreed prices accordingly and with retrospective effect until the moment of change. At the request of Client the changes shall have to be proved. The duration of the agreement shall be understood to mean the time between the date on which the commission of Client has been received and the date that the work is started by Contractor or the sold products and/or services are supplied. Such a price adjustment does not give Client the right to dissolve the agreement.

Article 4. Deliveries, completion, risk and cancellation

1. Contractor shall reserve the right to stipulate security from Client to fulfil his payment obligations before commencing with the implementation of the work or delivery of the sold products and/or services.
2. The products shall be at the expense and risk of Client as from the moment that the products have left the company of Contractor. The transport shall take place at the expense and risk of Client. Contractor shall never insure the products during transport.
3. The delivery and implementation terms stated by Contractor cannot be regarded as the fatal term, unless this has been agreed in writing. In the event of an overdue delivery, the Contractor shall therefore receive a written declaration that he is in default.
4. Exceeding the delivery time does not oblige Contractor to give any compensation, nor does it give Client the right to cancel the agreement.
5. The deliveries shall be supplied carriage paid as from € 250.00 net, including rights (in conformity with Incoterms 2000). In addition, an amount of € 7.50 administration costs will be charged for deliveries with an invoice value of less than €25.00, in addition to the freight costs.

Article 5. Payment

1. An invoice shall also be drawn up if Client does not purchase the goods on the agreed date.
2. Payment shall take place within 14 days after the invoice date, unless agreed otherwise in writing. Settlement shall not be allowed.
3. If payment has not taken place within 14 days after the invoice date or the agreed term of payment, Client shall have to pay a default interest from the day of the omission, which equals 1.5% per calendar month, calculated over the purchase price or its still outstanding part. All extrajudicial expenses incurred by us shall also be at the expense of the buyer /Client. These extrajudicial collection costs shall be determined according to the then current collection rates as applied by the Courts in the Netherlands.
4. Payments made by Client shall always serve to settle all payable interest and expenses and claimable invoices that have been outstanding for the longest time, even if Client mentions that the payment refers to a later invoice.
5. From the day that Client is in default all claims of Contractor against Client shall be immediately claimable.

Article 6. Complaints

1. Any complaints shall only be dealt with if they have been received by Contractor by registered mail within 8 days after establishing the defect and if they do not refer to work that has been carried out by third parties or goods supplied by third parties. Dealing with complaints by Contractor shall not be accepted as any acceptance of liability, in whatever form.
2. If the complaints of Client are regarded as well-founded, Contractor shall solely be obliged to perform correctly as yet or refund the purchase price through crediting up to the amount of the performance. Client shall not be entitled to set off paid amounts against still outstanding invoices.

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Article 7. Liability and guarantees

1. Irrespective of the fact whether the liability of Contractor is covered by insurance, Contractor shall solely accept liability for failure in fulfilling his commitment that can be attributed to him, which at most amounts to the invoice amount of the supplied goods to which the complaint refers.
2. If a third party claims damages from Contractor for which Contractor is not liable, Client must indemnify Contractor by compensating the damages to the third party in question, that is to say, make a contribution in accordance with the law.
3. Contractor shall not be liable for trading loss in the broadest sense of the word, consequential loss, lost profits, (direct or indirect) loss to persons and/or goods, whatever their name, whatever the consequence of the purchase, the use or possession of goods provided by Contractor, nor shall Contractor be liable for such damages in the event that services are provided with regard to such goods or in the event that services are carried out by Contractor in general.
4. Guarantees shall not be given by Contractor, unless explicitly confirmed in writing.

Article 8. On-call orders

1. If on-call orders are involved and no period has been agreed within which the call should take place, the last day of the delivery period shall apply as the on-call period and the actual delivery shall take place within at the latest 15 working days thereafter. If an on-call period has been agreed and Client did not issue a call within this period, Contractor shall send a written warning. This warning shall include an additional on-call period of 8 working days, commencing on the date of the warning in question. If there has also not been any call within this additional on-call period, Contractor can choose between delivering the commission or stocking the ordered goods at the expense and risk of Client.

Article 9. Force majeure

1. Force majeure shall apply to all circumstances which Contractor could not have avoided in reason or of which Contractor could not have prevented the consequences in reason, including:
strikes, fire, work interruptions, machinery breakdown, lack of raw materials, bankruptcy of suppliers, stagnation in delivery, transport difficulties.
2. In the event of force majeure Contractor shall be entitled to either maintain the agreement for the duration of the agreement with suspension of the obligations of Contractor, or cancel the agreement due to unforeseen circumstances, without being obliged to pay damages to Client. Client can order Contractor in writing to state a choice in this respect within 10 days.

Article 10. Securities

1. All goods supplied by Contractor shall remain his property until the moment that Client has fulfilled his payment obligations.
2. In the event of overdue payment of a claimable amount Contractor shall be entitled to dissolve the agreement wholly or partially without notice of default and without judicial intervention and claim the goods to which the retention of title of Contractor is attached as his property, without prejudice to the right of Contractor to damages.
3. In so far as no retention of title as referred to in the previous paragraph is attached to goods provided by Contractor, he shall transfer these goods to Client under simultaneous establishment of an undisclosed pledge for the benefit of Contractor as security of the full payment of everything that Client has to pay to Contractor or shall have to pay to Contractor.
4. If Client has not paid the agreed price and the goods have been sold and supplied to third parties, Client shall already now give irrevocable power of attorney to Contractor for that case, and he shall provide all necessary information to Contractor to establish a pledge on that claim against the third party in question, and Contractor shall inform Client or the aforementioned third party, if requested, about the nature and amount of the claim for which the pledged property serves as security.

Article 11. Disputes

1. All offers, order confirmations and agreements from Contractor shall be governed by Dutch law.
2. Disputes between Client and Contractor shall only be submitted to the competent court in the district of Dordrecht.
3. The actual expenses as a result of a legal procedure shall be borne by the party who has wrongly taken legal action against Contractor.