

GENERAL TERMS AND CONDITIONS OF DELIVERY [OutTrade BV]

General Terms and Conditions of Delivery of OUTTRADE BV. Deposited at number 50095455 Chamber of Commerce and Industry KvK on 30-11-2016

Clause 1 **Definitions**

The following definitions are applied in these General Terms and Conditions of Delivery:

- 1.1 Client: an individual entering into an agreement with OutTrade BV for the delivery of products from OutTrade BV.
- 1.2 Purchaser: any agreement and / or order between OutTrade BV and the Client, in accordance with the provisions of the agreement, purchase order or order confirmation.
- 1.3 Parties: Vendor and Purchaser mutually.
- 1.4 General Terms and Conditions: General Terms and Conditions of Delivery of OutTrade BV specified in this document on 30-11-2016 deposited in the Chamber of Commerce and Industry.
- 1.5 Agreement: each and every document signed by both Parties concerning the sale and delivery of products.

Clause 2 **Applicability**

2.1 All the offers and orders for the sale and delivery of products and / or services by OutTrade BV and all the agreements with OutTrade BV completed with respect to the sale and delivery of products and / or services are governed by these General Terms and Conditions exclusively.

- 2.2 This Clause expressly excludes the applicability of any other terms by the Purchaser.
- 2.3 The Client is liable for the assessment whether the products offered by OutTrade BV are suitable for the Client's purposes.
- 2.4 OutTrade BV reserves a right to modify the design and construction of the products if the modification is not detrimental to the product quality.
- 2.5 Unless otherwise specified in a written form, all the intellectual and industrial property rights implied by the agreement are the property of OutTrade BV and OutTrade BV has a right to register the proprietary rights in its name.
- 2.6 Unless otherwise specified in a written form, OutTrade BV retains its copyright and any other industrial property rights with respect to all the provided designs, illustrations, figures, (test) models, software, etc.

Clause 3 **Offers and agreements**

- 3.1 These General Terms and Conditions of Delivery apply to all the offers, orders and agreements related to the delivery of OutTrade BV's products as well as all the resulting agreements.

- 3.2 The agreement between OutTrade BV and the Client becomes effective as soon as OutTrade BV accepts the order in writing by sending an order confirmation.
- 3.3 All the offers and proposals provided by OutTrade BV are not binding.

Clause 4 **Price and payments**

4. The prices quoted by OutTrade BV are net prices, VAT and other sales and delivery duties excluded.
- 4.2 Payments made by the Client are settled, in the order of priority, to cover all the due interest charges and costs, and only then, the outstanding invoice amounts.
- 4.3 In the event of bankruptcy or insolvency of the Client, OutTrade BV is entitled to claim all the due amounts immediately.
- 4.4 In the event of a 8-/14-/ or 30-day payment delay the Client's payments are overdue by law, without the need to issue any additional request for payment. The Client is obliged to pay the due statutory interest (art. 6:119a, Civil Code) immediately. For the purposes of interest computation, a partial month is counted as a full month.
- 4.5 In the event of extrajudicial or judicial execution of overdue invoices, the Client is charged with all the related actual costs.

Clause 5 **Delivery**

- 5.1 The stated delivery times are not asserted as deadlines. The Vendor's delay with respect to the time-limit is not asserted as the deadline delay and the Purchaser is not entitled to terminate the agreement, entirely or in part, for this reason.
- 5.2 Products will be delivered on EXW basis in accordance with Incoterms valid at the time of the quotation. Partial deliveries are allowed.
- 5.3 Delivery periods provided by OutTrade BV commence after the order confirmation has been sent by OutTrade BV.
- 5.4 The Purchaser is obliged to accept the products. The Purchaser is obliged to ensure adequate loading / unloading facilities and speedy unloading. If the Purchaser does not collect the products or does not collect the products in time, the Purchaser is in breach of the agreement, without any further notice. All the costs related to the non-acceptance shall be borne by the Purchaser. If the Purchaser refuses to accept the Products, they are asserted as delivered. The Vendor shall then be entitled to the payment of the agreed price and the costs proportional to the storage time as a collateral for the payment of which the Vendor has a right of detention with respect to the delivered products.
- 5.5 Even if the Purchaser refuses to accept the products within the time-limit agreed between the Parties, the Vendor retains a right to claim the payment for the offered products immediately. The Purchaser shall not request any new delivery until the purchase price plus any freight costs arising from the refusal to accept the prior delivery are satisfied.

Clause 6 **Ownership**

- 6.1 The ownership of the goods is only transferred to the Client as soon as the Client fully complies with the obligations under all the agreements concluded with OutTrade BV.
- 6.2 The Client is not entitled to dispose of, to encumber, to pledge or otherwise provide the goods to any third parties, in any form, as long as the property rights have not been assigned to him.
- 6.3 If any third parties require to establish any encumbrance rights with respect to the goods delivered under the retention of title or claim any other rights to the delivered goods, the Client is obliged to notify OutTrade BV as soon as reasonably may be expected.
- 6.4 The Client undertakes:
- to insure the goods delivered under the retention of title and to keep them insured against all forms of damage and theft and to provide the insurance policy at the first request of OutTrade BV for inspection;
 - at the first request, to pledge all the claims of the Client towards the insurers to the benefit of OutTrade BV;
 - to mark the goods delivered under the retention of title as the property of OutTrade BV.

Clause 7 **Risk assignment and acceptance**

- 7.1 The risk related to the goods is assigned to the Client in accordance with Incoterms applicable at the time of the offer. If OutTrade BV carries work on the Client's goods, they remain at all times the risk of the Client.
- 7.2 Products shall be deemed accepted by the Client at the time of the delivery of goods (in accordance with the applicable Incoterms) [and / or OutTrade BV has notified the Client that the performance of the services is completed].

Clause 8 **Warranty**

- 8.1 OutTrade BV grants no other warranty (express or implied) than the warranty described in detail in the agreement or these General Terms and Conditions of Delivery.
- 8.2 The warranty term for new goods delivered by OutTrade BV is two years from the time of the delivery acceptance (in accordance with Clause 7.2).
- 8.3 During the warranty term OutTrade BV guarantees in respect of the goods exclusively: a) the agreed specifications, b) the materials applied by OutTrade BV and c) the absence of defects. The defects covered by this warranty shall be removed free of charge by OutTrade BV excluding any import duties, at the OutTrade BV's discretion, by means of repair or replacement of the defective goods. There is no warranty for wear and tear.
- 8.4 During the Warranty term OutTrade BV guarantees in respect of the services only that they are carried professionally. If any service is not performed professionally, OutTrade BV will carry out this service again.
- 8.5 The Warranty provisions apply only if:
- a) all the payment commitments are met by the Client;

- b) the operating and maintenance instructions and any other instructions supplied by OutTrade BV are followed;
 - c) the Client or a third party have not assembled and / or disassembled and / or repaired and / or put into service and / or changed the delivered goods without a written permission from OutTrade BV;
 - d) the defects are not due to normal wear and tear;
 - e) there are no actions or negligence by the Client or, by the Client's fault, by persons made available by or on behalf of the Client to OutTrade BV.
- 8.6 If OutTrade BV, in fulfilment of its warranty obligations, replaces the goods – the replaced goods, at the time of replacement, become the property of OutTrade BV and should remain at the disposal of OutTrade BV.

Clause 9 **Insurance**

- 9.1 The Purchaser is obliged to insure all the products from the risks of fire, theft, storm and water damage and other typical risks by means of a clause included in a relevant insurance policy that the insurance also applies to third party goods.
- 9.2 The Purchaser is obliged to ensure third party liability insurance and the management third party liability insurance valid for the entire term of the Agreement.
- 9.3 The Purchaser shall submit the copies of relevant insurance policies at the request of the Vendor.

Clause 10 **Liability for damages and indemnity**

- 10.1 OutTrade BV is not liable for any damage caused by non-managerial staff of OutTrade BV or hired third parties unless the damage results from wilful misconduct or gross negligence of the Outtrade BV's management.
- 10.2 OutTrade BV is not liable for indirect or consequential damages to the Client or third parties, whether the harm affects the Client or a third party. Examples of indirect or consequential damage include: loss of profit, costs associated with downtime or delay in the production process, total or partial damage or loss of goods produced with the goods supplied, processed and / or treated by or on behalf of OutTrade BV, depreciation, impairment of goodwill and / or reputation / and / or brand.
- 10.3 The limitations of liability specified herein shall be deemed also to be applicable to third parties involved in the delivery of products by OutTrade BV.
- 10.4 The Client shall indemnify OutTrade BV against any claims by third parties against OutTrade BV for the compensation for damages suffered or asserted as suffered (alike) due to the use or application of products delivered by or on behalf of OutTrade BV to the Client. Nevertheless, the Client is not obliged to indemnify if and insofar as it demonstrates that Outtrade BV is liable for damages against the Client if the Client itself could have sued OutTrade BV for the compensation for damages.

Clause 11 **Force Majeure**

- 11.1 In the event of Force Majeure on the part of either Party, the implementation of the Agreement will be suspended, in whole or in part, for the time of the circumstances

of Force Majeure; in such an event neither Party shall be liable for any form of compensation to the other Party.

11.2 In the event the Force Majeure circumstances, as described in these General Terms and Conditions, last over thirty (30) days, both Parties are entitled to terminate the Agreement.

11.3 Force Majeure means, among others, but not limited to, the following circumstances: war, riots, machine failure, the failure, for any reason, of one or several suppliers of the Vendor, strikes, transport hindrances, fire, damage caused by water, flood, import and export restrictions, government measures and all the other circumstances that, regardless of their cause, make the delivery of Products by the Vendor impossible.

Clause 12 **Termination of the Agreement**

12.1 Subject to other Vendor's rights, the Vendor shall be entitled to suspend the execution of this Agreement, to terminate the Agreement in full or partially, without judicial intervention, retaining all its rights to the compensation for costs and damages:

- if the Purchaser does not comply with the Purchaser's obligations under the Agreement or these General Terms and Conditions, does not comply in a timely and complete manner or if it is asserted that the unrestricted compliance is not possible;
- if the Purchaser is declared bankrupt or files bankruptcy or (temporary) deferment of payment is imposed or granted, if its business is liquidated or terminated or otherwise the Purchaser proves insolvent;
- if, in the opinion of the Vendor, substantial changes in direct or indirect ownership or control relationships with respect to the Purchaser occur.

12.2 The Vendor shall also be entitled to terminate the Agreement, fully or partially, if by or on behalf of the Purchaser, in connection with the conclusion or the performance of the Agreement, any benefits are offered or provided to a person employed by the Vendor.

12.3 In the event of any circumstances addressed in this Clause, the Vendor is entitled to demand immediate payments of outstanding invoices as well as the storage or sale to third parties of the goods in production and final products at the expense and risk of the Purchaser.

Clause 13 **Complaints**

13.1 Complaints shall mean any complaint of the Purchaser with respect to the quality of deliveries.

13.2 Any potential complaints relating to concealed defects have to be reported within 3 days after they are revealed or should have reasonably been revealed.

13.3 Each complaint has to include a clear description of the complaint. Claims filed otherwise to OutTrade BV shall not be considered and shall not be asserted as complaints in accordance with these General Terms and Conditions. Minor discrepancies, acceptable in the industry, regarding the quality, colour, weight, etc., shall not constitute grounds for complaint.

- 13.4 The Purchaser shall not send back the products complained about without a prior consent of OutTrade BV. The granting of the above consent does not imply the recognition that the complaint. After having obtained the consent, the Products have to be returned to the Vendor in their original packaging, in unharmed condition, unless they are received damaged, at the expense and risk of the Purchaser. If the return in the original packaging is not possible, the Purchaser is obliged to arrange careful packaging. The Purchaser is always obliged to insure the goods to be returned and is liable for any damage caused by potential negligence in this aspect.

Clause 14 **Final provisions**

- 14.1 The Client is not entitled to assign its rights and obligations under this Agreement to third parties in any way without obtaining a written permission from OutTrade BV.
- 14.2 If any Clause of these General Terms and Conditions of Delivery is found to be void, voidable or otherwise invalid, it will be replaced with a Clause that is as close as possible as for the nature and intention to the void, voidable or otherwise invalid Clause.
- 14.3 The Clauses of these General Terms and Conditions which are by their nature meant to remain valid after the termination of the Agreement they pertain to, such as confidentiality and governing laws clauses, will remain valid after the termination of the Agreement.

Clause 15 **Governing law and disputes**

- 15.1 All the offers made by OutTrade BV, all the agreements completed by OutTrade BV and all the related agreements, as well as all the disputes arising thereof shall be governed exclusively by Dutch law.
- 15.2 All the disputes between the Parties arising from, or otherwise connected with, any Agreement and / or these General Terms and Conditions shall be resolved exclusively by the District Court for the Central Netherlands, Utrecht location, unless OutTrade BV appoints another competent jurisdiction.

These General Terms and Conditions are deposited in the Chamber of Commerce and Industry at number @.