

**These GENERAL TERMS OF DELIVERY AND PAYMENT OF TECHNAUTIC B.V. apply to all our deliveries.  
Filed with the Chamber of Commerce and Industry for Zaandam on 25 January 1979 and amended on 16 January 1998.**

**Article 1**

Unless provisions to the contrary have been agreed in writing, all offers are free of obligation. Purchase agreements only become effective when confirmed by us in writing, in addition to which the contents are binding for both parties when confirmed, unless the buyer has protested against the contents in writing within eight days of dispatch. Copies of promissory notes written by our representatives cannot be considered to be such a written confirmation.

**Article 2**

Our prices are strictly shown in net amounts excluding VAT and possible contractor's fee, in case taxes, levies or other burdens are introduced or increased by the government between the moment that the order was placed and executed, or our purchase prices increase as a result of circumstances beyond our control, we are entitled to proportionally pass this on to the buyer and the buyer is obliged to pay those increased prices. Should we desire to increase our cost prices, we can show binding proof of the fact that we are allowed to do that and of the effect of the increase upon us and the buyer as well, by producing a declaration made by a registered accountant, which proves the proportional increase of our cost price.

**Article 3**

Periods for delivery are approximations only, when exceeded buyer has no right to any compensation or termination of the contract concluded. Unless otherwise agreed upon in writing, delivery of goods, including packaging, that represent a net invoice amount of € 325.00 or less are not carriage paid; delivery of goods that represent a net invoice amount of more than € 325.00 are carriage paid. When delivery is carriage paid, we decide what mode of transport is used; in case the buyer gives instructions concerning the mode of transport, we are entitled, if required, to pass on those costs, in case we find that necessary, in part or entirely, to the buyer. The goods are transported at the expense and risk of the buyer. In case the goods, when the date of delivery has passed, are not taken up within one month according to the terms of payment, buyer is still obliged to pay the cost price, as if he has taken up the goods. Delivered goods are never taken back. We are entitled to postpone the delivery of sold goods whenever and so long as the buyer remains in default to fulfill any obligation towards us, no matter whether this obligation is a result of this or any other transaction. If required, we are also authorized to invoice each delivery separately, in case delivery in consignments was agreed upon.

**Article 4**

We only accept complaints that are filed on the date of receipt of the goods and that are confirmed in writing by the buyer within eight days thereafter, however, in the event of hidden defects, the buyer's rights to complain at a later stage remain intact. Any rights to complain will have lapsed as soon as the goods have been processed. Complaints are no reason for the buyer to suspend his obligation to pay entirely or in part. Justified complaints authorize us to choose between making a new delivery, carrying out repairs on the spot or to deduct the portion of the invoice amount that the complaint relates to from the purchase price. Consequential damage or further damages never qualify for compensation. Therefore, the possible compensation to be awarded will never exceed the invoice amount of the damaged goods. Should we decide to carry out repairs as a result of submitted complaints, the goods concerned should be returned to us carriage paid. Should buyer desire to complain as a result of any guarantees that we have given, the same applies. If the claim that is made under the guarantee is rightfully, we are authorized to choose to either carry out repairs or to replace the goods, by which we meet all our obligations under the guarantee, so that extension, installation, adjustment or repair of other equipment and possible consequential damage are not covered by the guarantee. As far as the contract relates to the delivery of goods that are not part of our trading stock in terms of construction, sizes, models or specifications made by buyer, we only give a guarantee when the order is accompanied by drawings, models or specifications that have all the details the delivery goods should meet. We are considered to have met our guarantee commitments. In case we have forwarded this information to our supplier(s), we also accept to transfer all those rights that we can enforce against our supplier to buyer.

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**Article 5**

**A.** The ownership of all delivered goods and goods that are to be delivered shall remain solely with the seller until all amounts payable by buyer to seller, in any case debts that are mentioned in Book 3, Section 92, subsection 2 of the Dutch Civil Code (*Burgelijk Wetboek*), are fully paid.

**B.** As long as ownership of the goods has not been transferred to the buyer, buyer is not allowed to pawn or give any right to these goods to a third party, except in the course of his business. The buyer undertakes on seller's demand to cooperate to establish a pledge on claims seller receives or will receive on his buyers under onward supply of goods.

**C.** The buyer is obliged to exercise care in keeping the goods that have been delivered and that are subject to retention of title and to make sure that they can be identified as the seller's property.

**D.** The seller is entitled to take back the goods that have been delivered and that are subject to retention of title if the buyer fails to meet his payment obligations or has financial difficulties or is in danger of having financial difficulties. The buyer will give seller free access at any time to his sites and/or buildings for inspection of the goods and/or for the execution of seller's rights.

**E.** Terms mentioned above under A up to and including D have no effect on other rights to which seller is entitled.

**Article 6**

Circumstances beyond our control and through no fault of ours that are of such nature that compliance with the contract involves comparatively disproportionate costs or that compliance cannot be reasonably expected from us on any other basis are cases of force majeure: in case of force majeure we have the right to, in case this has not been executed yet, to cancel or – if we choose to do so – postpone deliveries until the circumstances which have caused the case of force majeure are no longer present. Thus cases of force majeure are, among other things, war, danger of war, mobilization, industrial action, exclusion and difficulties in obtaining raw materials, both in factories from which we obtain our goods as in our own company, while we do not have to prove the influence of this.

**Article 7**

Payments must be made as is laid down in the contract of purchase and sale and within 30 days of invoice date. In case a payment is not made accordingly, buyer owes an interest rate of 1¼% a month, without requirement of a demand or notice of default, calculated on the outstanding invoice amount from the day the payment should have been made until the date on which payment is made in full, by which parts of a month are rounded up to one whole month.

**Article 8**

In case the convenient period for delivery has passed, we are authorized to start delivering. When buyer then fails to purchase the goods, we are authorized to invoice while offering the goods. Additional costs that incur due to the fact that buyer fails to purchase the goods, are at the expense of the buyer, by which storage charges are fixed at an amount that equals 1% of the invoice amount a day, all of which costs are to be paid by buyer at the same time he takes delivery.

However, we are authorized to unilaterally terminate the purchase and sale at our own choice when buyer fails to purchase the goods in time, in which case we notify the buyer of that by registered letter and buyer becomes obliged to pay us an amount of money that equals 35% of the agreed purchase price in relation to lost profits and compensation.

**Article 9**

We expressly find that the models and drawings provided by us represent the sizes and other characteristics of the goods that we sell as best they can. Slight deviations can be no reason for buyer to noncompliance of the contract. Buyer is not authorized to copy, either with or without accompanying text, or use models and drawings that we have provided him with for any other purpose as to which they have been provided to buyer for.

**Article 10**

Only Dutch law applies to all our sales and deliveries, excluding any other law. We shall bring all disputes, of any nature, concerning or relating to this contract, should they arise between buyer and us, before the District Court of Amsterdam, with exclusion of an ordinary court. If buyer fails to meet any obligation towards us and we are obliged to collect our claim, buyer is obliged to provide us with a contribution in the extrajudicial costs which equals 10% of the amount that is to be collected, plus interest.

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