

TERMS AND CONDITIONS

Terms and conditions LOMMERS TRADING BV, kantoorhoudende te 5571 JT Bergeijk, Den Horenman 4. Conditions are registered with the Chamber of Commerce and Industry East-Brabant in Eindhoven.

Article 1

Definitions

In these general terms and conditions the following terms shall have the following meanings, unless explicitly stated otherwise.

- user: the user of the general terms and conditions;
- **contract/agreement:** the contract/agreement between user and party;
- **party:** the natural or legal person who issues the order for the supply of goods or the providing of a service and/or shall request a quote/offer or price.

Article 2

Application of general terms and conditions

1. This terms apply to any tender, quotation, offer and agreement between user and party which user conditions has stated, as far as parties have not deviated these conditions expressly and in writing. If these conditions are applicable to an agreement, they apply equally to all of that agreement arising agreements / commitments.

2. The present conditions also apply to agreements with user, the execution of which third parties are involved.

3. Any deviations or additions to these general conditions are only valid if they have expressly agreed in writing

Article 3

Quotation, offers and price

1. All offers and quotations are without engagement and made in written form, unless user for practical, urgent or other reasons give up a written offer. The offer provides for a date or is determined by date.

2. User is bound only to quotations and offers if the acceptance thereof in writing by the other party is within 30 days. The prices given in an offer are exclusive of VAT, unless otherwise indicated.

3. User can not be held to its quotations and offers if the party, in terms of reasonableness and fairness and in generally prevailing views, should understand that the quotation or offer or any part thereof, contains an obvious mistake or error.

4. If the acceptance deviates (on secondary items) from the offer given, user shall not be bound to it. The agreement is not in accordance with said deviating acceptance, unless user indicates otherwise.

5. A compound quotation/proposal shall not oblige user to deliver part of the services and/or goods included in the offer or quotation for a corresponding part of the quoted price.

6. Offers or quotations do not automatically apply to repeat orders

Article 4

Drawings and calculations

1. The user reserves by him made designs, drawings, technical specifications, calculations, models and data on manufacturing and / or production and / or construction methods explicitly all rights to and arising from intellectual property rights, such as rights to models, copyright and patent rights.

2. Designs, drawings, technical specifications, calculations and models, which in its command by user or an external designer are manufactured, shall remain user's property. They may not be copied by the party or made public, and not made available to third parties or shown with the intention to obtain a comparable offer or order, or to obtain any advantage for themselves and/ or third parties.

3. All user-created designs, drawings, technical specifications, calculations, models, etc. are to be returned at the first user's request by the party to the user.

4. In case of violation of the above shall forfeit the party to the user directly and without judicial intervention a payable fine of € 100.000,- (in words: one hundred thousand euro) without prejudice to the right to reimbursement for the actual loss suffered.

Article 5

Realisation of the agreement

The agreement is realised by the timely acceptance by the party of user's offer.

Article 6

Delivery

1. Unless otherwise agreed, delivery shall be ex works / store / warehouse of user.

2. The party is obliged to accept the purchased goods at the moment at which they are available or be handed over to him, what time is considered, the time of delivery.

3. Minor defects which can be repaired within thirty days after the delivery, will not stand the delivery in the way.

4. The party is obliged to immediately inform the user of any defects in structures and working methods, building materials, materials or tools, which the user by the supplied document to the party intends to deliver or/ and to apply, respectively has applied.

5. If the party refuses or fails to provide information or instructions necessary for the delivery, the goods intended for delivery shall be stored at the risk of the party after the user has notified him. The party will be liable for all additional costs in that case.

6. When user and party agreed for delivery, the delivery shall be for the account of the party. User reserves the right to invoice the cost of delivery.

7. If it is agreed that delivery will be carried out in stages, user can suspend the carrying out of the parts belonging to a following stage until the other party has approved the results of the previous stage in writing.

8. If the user requires data from the party as part of the implementation of the agreement, the delivery period will commence after the party has made this data available to the user.

9. If user has given a term of delivery, this is indicative. A specified delivery time is never a deadline. The final delivery time, however, will not exceed the specified delivery time with more than one month, except in case of force majeure, in particular weather conditions and delays in the delivery of the supplier of the user. If the delivery time is exceeded the party must inform the user by written form of the user's default, without any notice user can never be in default.

Article 7

Samples, models, consultancy and designs

1. If user a model or sample shown or provided to the party, this served only to provide an overall picture of the goods to be delivered.

2. The information provided by the user, and recommendations are of a general nature and without obligation.

3. User does not accept responsibility for a design developed by or on behalf of the party and / or adjustments to the design, nor for any advice in respect of such design or change.

4. **Non-functional differences between designs, illustrations, drawings, dimensions and all other specifications and quality statements and the real construction of the product give the party not the right to any compensation, in whatever form or on whatever basis.**

Article 8

Retention of title

The ownership of the goods sold and delivered to the party stays at the user until the party has fulfilled all obligations arising from the agreement concluded with the party, also previous or later agreements concluded with user of a similar kind.

1. In the case of not fulfilling by the party of any obligation towards the user, is user entitled without prior notice and without judicial intervention to annul the agreement and to take back the goods. The party is liable for all damage suffered by user or to suffer as a result of the failure to fulfil the obligations on the part of the party.

2. The user will in the case referred to in paragraph 2 be entitled to unimpeded access to the goods, where the party assumes the obligation to the user to cooperate fully in order to exercise this retention of title by repossession of the delivered goods.

3. The party is, until he has fulfilled all obligations, not entitled to establish any mortgage, pledge or non-possessory pledge on goods delivered by the user and will declare to third parties wishing to establish such a right that the party is not authorized to establish a mortgage or a pledge.

Article 9

Inspection and complaints

1. The party is obliged the delivered goods at the time of delivery, but in any case within the shortest possible time to investigate. The party has to examine if the quality and quantity of the delivered goods comply with what was agreed, at least meets the requirements that are common in normal (business) transactions.

2. Possible visible shortcomings must be reported within three days after delivery in writing to user.

3. Non-visible defect must notify the party to user within eight days after discovery.

4. If, as a result of the foregoing the party complains in time, the party remains obliged to accept and pay for the purchased goods.

Article 10

Risk transfer and transport insurance

1. The risk of loss or damage to the products being the subject of the agreement is transferred to party at the moment they are delivered to the party legally and / or actually and thereby be brought in the power of the party or any other third party appointed by the party.

2. The user insures at the request and on behalf of the party the shipped goods against normal transport risks.

3. Each user liability for damage caused by, during or in connection with the transportation of goods, by whatever means and may arise through whom, is expressly excluded. The same applies to any damage, without exception, that is suffered, because for whatever reasons and through whom, the transport insurance does not result in (full) coverage. The party shall indemnify the user to all of these things by and / or with third-party-made agreements and arising claims.

Article 11

Increase of prices

1. If user and the party by the making of the agreement agree a certain price, user shall nevertheless be entitled to increase the price, even if the price were not given subject to approval. The agreed prices are based on the cost of materials and wages valid on the day of the offer.

2. If a price increase takes place within three months after signing the agreement, the party may terminate the agreement with a written statement regardless the percentage of the increase, unless the power to increase the price flows from the law.

3. If the price increase takes place after three months, after the conclusion of the agreement, the party is entitled to terminate the agreement if the price increase exceeds 10%, unless the price increase is the result of a change in the agreement or this increase flows from the law.

Article 12

Changes

All changes in the order / agreement / implementation of the product, on behalf of the party or third-party either due to the fact that it is necessary therefore to make a different implementation will be when it costs more considered as additional work and insofar it costs less considered as less work. If the user, due to unknown circumstances at the time of the offer or the order confirmation, has to do more work than agreed or has to work under circumstances more difficult than known at the conclusion of the agreement, the user is entitled to charge the arising additional costs to the party. If the party does not agree with the extra costs, he has the right to cancel the non-executed part of the order.

Article 13

Payment

1. Unless otherwise agreed, payment must be made net cash upon delivery.

2. If payment is not made in cash it must be made within 14 days after the invoice date, in a way to be indicated by user and in the currency invoiced.

3. Objections to the amount of the invoices do not suspend the payment obligation.

4. After the expiry of 14 days after the invoice date, the other party is legally in default, the party is from the moment of default liable to pay on the outstanding amount an interest of 1% per month, unless the legal interest rate is higher, in which case the legal interest rate will apply.

5. In case of bankruptcy, suspension of payment or guardianship, are the user's claims and the obligations of the party towards the user immediately due and payable.

6. User shall be entitled to have the payments made by the party first to be used to cover the costs, then to reduce the interest owed and finally to reduce the capital sum and accrued interest. User can, without being in default, refuse an offer of payment if the party designates a different sequence. User can refuse full payment of the capital sum, if not also the interest owed and accrued interest and costs are paid.

Article 14

Collection costs

1. In the party in default or fails to fulfill any of its obligations, then all reasonable costs incurred to obtain payment out of court are on behalf of the party. In any case, the party has to pay in the event of a money claim the collection costs. The collection costs are immediately and without warning or notice due and at least equal to 15% of the gross invoice value with a minimum of € 150,-.

2. If user can show that he has incurred higher expenses, which were reasonably necessary, these also are eligible for reimbursement.

Article 15

Disclaimers

1. The party shall indemnify the user from claims by third parties concerning intellectual property rights on material or data provided by the party used in the execution of the agreement.

2. If the other party provides user with data carriers, electronic files or software etc., the party guarantees that this does not infringe on property rights or copyrights of third parties, and that the data carriers, electronic files or software are free of viruses and defects.

Article 16

Liability

1. The user's liability never goes beyond reimbursement of the invoice value or redelivery of affairs at the discretion of the party and, where user is able to deliver similar affairs.

2. User shall never be liable for consequential or indirect loss, damages arising from the lost productivity, delay in the harvest, lost profits, processing costs and other such.

3. Without prejudice the above mentioned, user shall not be liable if the damage is due to intentional act and / or gross negligence and / or culpable action, or injudicious or improper use of the party.

Article 17

Force majeure

1. Parties are not obliged to fulfill any obligation if they are hindered due to a circumstance that is not due to debt, and neither according to the law, a legal action or generally accepted standards which comes for their account.

2. Force majeure is defined in these general terms and conditions in addition to that which is understood in law and jurisprudence, all external causes, foreseen or unforeseen, which user can not influence but which prevents user to fulfill the obligations. In any case this means, civil commotion, mobilization, war, traffic jams, strikes, lockouts, business interruptions, delays in the supply, fire, flood, import and export restrictions and weather conditions.

3. User shall also be entitled to invoke force majeure if the circumstance prevents (further) fulfillment, occurs after user should have fulfilled his obligation.

4. Parties can during the period that the force majeure continues postpone the obligations from the agreement. If this period lasts longer than two months, either party may terminate the agreement without any obligation to pay damages to the other party.

5. As far as user at the time of the force majeure has partially fulfilled his obligations from the agreement or will fulfill this, and the fulfilled or the fulfilling part has independent value, user is entitled to invoice the already fulfilled respectively to fulfilling part separately. Party is obliged to pay this invoice as if it were a separate agreement.

Article 18

Guarantees

User has no warranty obligation unless expressly agreed otherwise in writing.

Article 19

Disputes

The judge in the place of business is exclusively authorised to hear disputes, unless the subdistrict court judge is authorised. User shall nevertheless be entitled to submit the dispute to the by law competent judge.

Article 20

Applicable law

Any agreement between the user and the party is applied by Dutch law. The Vienna Sales Convention is expressly excluded.

Article 21

Change and location of the conditions

These conditions are filed with the Chamber of Commerce and Industry for East Brabant in Eindhoven.

Applicable is the last registered version or the version valid at the time of realisation of the agreement.

This document is a translation. In the event of any dispute to the interpretation of any of these conditions, the official Dutch language version shall prevail.