

## Article 1 Applicability

1. These terms and conditions apply to all offers and to all agreements of purchase and sale We R Asia B.V., established in Veghel, the Netherlands, hereinafter referred to as "the user".
2. The purchaser or client will be referred to as "the other party" in the following. The supplier from whom the user purchases the goods and/or products shall hereinafter be referred to as "the supplier". If any of the following provisions specifically refers to the situation where the other party is a natural person not acting in the course of a profession or business, they shall be referred to as "the consumer".
3. Terms and conditions to the contrary shall only form part of the agreement concluded between the parties if and insofar as both parties have expressly agreed to them in writing.
4. In these terms and conditions, "in writing" shall also be understood to mean: by e-mail, by fax or any other means of communication which, in view of the state of the art and generally accepted notions, can be equated with this.
5. The acceptance and retention by the other party, without comment, of a quotation or order confirmation, which refers to these terms and conditions, shall be deemed to constitute consent to their application.
6. The possible non-applicability of (part of) a provision of these general terms and conditions shall not affect the applicability of the remaining provisions.
7. The user reserves the right to amend or supplement these general terms and conditions. Amendments to these general terms and conditions shall also apply to agreements already concluded. The User shall inform the Other Party in writing of these changes.
8. These general terms and conditions shall at all times prevail over any general terms and conditions of the other party. Even if the other party's terms and conditions contain a provision with the same purport as the aforementioned, the user's general terms and conditions shall always prevail over any such possible terms and conditions from the other party.

## Article 2 Agreements

1. Agreements shall only become binding upon written confirmation by the user.
2. Verbal agreements shall only be binding on the user after they have been confirmed in writing by the user or as soon as the user, with the consent of the other party, has confirmed by the user in writing, or as soon as the user, with the consent of the other party, has started the execution.
3. Supplements or amendments to the general terms and conditions or otherwise amendments or supplements to the general terms and conditions shall only become binding following written confirmation by the user.

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### Article 3 Offers

1. All offers, quotations, price lists, delivery times etc. of the user are without obligation, unless they contain a period for acceptance. The validity of a quotation is in principle 5 working days. If a quotation or offer contains an offer without obligation and the other party accepts this offer, then the user has the right to withdraw the offer within 2 working days of receiving the acceptance.
2. The prices charged by the user as well as the prices mentioned in the offers, quotations, price lists and suchlike are exclusive of VAT, other government levies and any costs. These costs may include - but are not limited to - travelling expenses, transport costs, customs costs, administration costs and invoices from engaged third parties. All this, unless explicitly stated otherwise in writing. The User cannot be bound by its quotations, offers, price lists or delivery times if the Other Party can reasonably understand that the quotations, offers, price lists or delivery times, or any part thereof, contain an obvious mistake or error.
3. Samples, brochures, drawings, models, specifications of colors, dimensions, weights and other descriptions shown and/or provided are as accurate as possible, but are only indicative indications only. No rights can be derived from these, unless parties have explicitly agreed otherwise in writing.
4. The samples, brochures, drawings and suchlike referred to in the previous paragraph of this Article shall remain the property of the user at all times, unless the parties have expressly agreed otherwise in writing. They must be returned at the first request of the user. They may not be reproduced or made available for inspection by third parties without the written consent of the user.
5.
  - a. If between the dates of concluding the agreement and carrying it out, changes are made by the government and/or trade unions to wages, employment conditions or social security etc., the user shall be entitled to pass the increases on to the other party. Should a new price list be issued by the user and/or suppliers and take effect between the above-mentioned dates, the user shall be entitled to charge the other party the prices stated therein.
  - b. For the agreement concluded with the consumer, it applies that price increases may be passed on or charged 3 months after the conclusion of the agreement. In the event of price increases within a shorter period than 3 months, the consumer is authorized to dissolve the agreement.
6. In the event of considerable increases in cost price-determining factors, even if this is the result of foreseeable circumstances, the user reserves the right to adjust the rates, including but not limited to the rates for transport by sea freight, air freight or road transport, or to apply a surcharge, all this without the other party's prior approval. The aforementioned does not give the other party the right to terminate, to dissolve or to change the agreement (prematurely) in any other way.

### Article 4 Third-party engagement

If and in so far as required for the proper execution of the agreement, the user is entitled to have certain activities and/or deliveries carried out by third parties.

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## Article 5 Delivery, delivery times

1. Stated periods within which the goods must be delivered can never be regarded as fatal, unless parties have explicitly agreed otherwise in writing. If the user fails to fulfil his obligations arising from the agreement or fails to do so in time, he must therefore be given written notice of default. The user must be given a reasonable period in which to perform the agreement after all. The user retains the right to suspend delivery when there is doubt about the other party's ability to pay.
2. The user is entitled, but not obliged, to deliver the products in parts, in which case the general (delivery) conditions shall also apply to each partial delivery. The other party shall be obliged to impose an on-board bill on the relevant carrier of the goods to be delivered to the user. In the event of delivery in parts, each delivery or phase shall be regarded as a separate transaction and the user may send an invoice per transaction.
3. The risk regarding the delivered goods shall pass to the other party at the moment of delivery. The moment of delivery is determined based on the INCO terms agreed in advance.
4. Shipment and/or transport of the ordered goods shall take place in a manner to be determined by the user, but at the expense and risk of the other party. The user is not liable for damage, of whatever nature and form, in connection with the shipment and/or transport, whether or not suffered by the goods. All this, unless parties have explicitly agreed otherwise in writing.
5. If it proves impossible to deliver the goods to the other party, due to a cause related to the other party, the user reserves the right to store the ordered goods at the expense and risk of the other party. The user shall inform the other party in writing of the storage carried out and shall also set a reasonable term within which the other party must give the user the opportunity to deliver the goods.
6. If the other party, even after expiry of the reasonable period set by the user, as stipulated in the previous paragraph of this article, remains in default with regard to the fulfilment of his obligations, the other party shall be in default by the mere lapse of 1(one) month, calculated from the date of storage, and the user shall be entitled to dissolve the agreement in writing in full or in part, with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to pay compensation for damages, costs and interest.
7. The foregoing shall not affect the other party's obligation to pay the agreed or stipulated or owed price, as well as any storage and/or other costs.
8. The User shall be entitled to demand advance payment or security from the Other Party for the fulfilment of the Other Party's financial obligations before proceeding to deliver.

## Article 6 Delivery progress

1. The user cannot be obliged to start delivering the goods until all necessary information is in his possession and he has received any agreed (instalment) payment. In the event of delays occurring because of this, the indicated delivery times shall be adjusted proportionately.

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2. If the deliveries cannot take place normally or without interruption due to causes beyond the user's control, the user shall be entitled to charge the other party for the resulting costs.
3. All expenses incurred by the user within the framework of the execution of the agreement at the request of the other party shall be fully at the expense of the latter, unless parties have explicitly agreed otherwise in writing.
4. The other party is obliged to inform the user of the requirements the products have to meet and of the required certifications. If and insofar as desired by the other party, the user can provide support with the application for certification. All expenses arising from this application shall be for the account and risk of the other party. The other party shall be at all times be responsible for all obligations and liabilities relating to the application for the (CE) certification.

### Article 7 Packaging

1. The packaging in which the goods are delivered, not intended for one-time use, remains the property of the user and may not be used by the other party for purposes other than those for which it is intended.
2. The user shall be entitled to charge the other party a deposit for this packaging. The user is obliged to take back this packaging, provided it is returned carriage paid, at the price charged to the other party, during a period after the delivery date which is determined by the user.
3. If packaging is damaged, incomplete or lost, the other party shall be liable for such damage and its right to reimbursement of the deposit shall lapse.
4. Should it - at the discretion of the user - appear necessary, packaging will be charged to the other party at its cost price and will not be taken back.

### Article 8 Complaints and returns

1. The other party shall be obliged to check the goods immediately on receipt. Should the other party discover visible defects, errors, imperfections and/or faults, this must be noted on the consignment note and/or accompanying bill and brought to the attention of the user immediately, or the other party must inform the user of this within 24 hours of receipt of the goods, followed by immediate written confirmation of this to the user.
2. Other complaints must be reported to the user by registered letter within 8 days of receipt of the goods.
3. Without prejudice to the provisions of paragraphs 1 and 2 of this Article, the provisions of paragraph 8 of Article 9 shall also be taken into account with regard to the agreement concluded with the consumer.
4. If the above-mentioned complaints have not been made known to the user within the periods referred to, the goods shall be deemed to have been received in good condition.

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5. The goods ordered shall be delivered in the wholesale packaging of the user. Minor deviations regarding specified sizes, weights, numbers, colors, etc. shall not be considered a shortcoming on the part of the User.
6. With regard to imperfections in natural products, no claims can be made if these imperfections are related to the nature and properties of the raw material(s) from which the product is made. All this at the discretion of the user.
7. Complaints do not suspend the other party's payment obligation.
8. The User must be given the opportunity to investigate the complaint. If the return of the goods proves necessary for the investigation of the complaint, this shall only take place at the expense and risk of the User if the latter has given its express prior consent in writing.
9. In all cases, the goods shall be returned in a manner to be determined by the user and in the original packaging. Return shipments shall take place at the other party's expense and risk, unless the user declares the complaint well-founded.
10. If, after delivery, the nature and/or composition of the goods have changed, or if they have been fully or partially processed, damaged or repackaged, all rights to complain shall lapse.
11. In the event of justified complaints, the damage shall be settled in accordance with the provisions of Article 9.

### **Article 9 Liability and warranty**

1. If the user is held liable regarding a shortcoming in the fulfilment of the agreement, which shortcoming is attributable to the supplier and/or due to the inferiority of the delivered goods and/or products, the liability shall be passed on to the supplier.
2. The other party acknowledges that the user is not the manufacturer of the goods/products.
3. The user discharges his duty as may be expected from a company in his line of business, but accepts no liability whatsoever for damage, including death and personal injury, consequential loss, trading loss, loss of profits and/or stagnation damage, which is the result of acts or omissions by the user, his staff or third parties engaged by him, except in the case of intentional acts or omissions and/or deliberate recklessness on the part of himself, his board of directors and/or his managerial staff.
4. Without prejudice to the provisions of the other paragraphs of this Article, the user's liability - for whatever reason - shall be limited to the amount of the net price of the goods delivered or the work carried out.
5. Without prejudice to the provisions of the previous paragraphs of this article, the user shall never be obliged to pay damages that exceed the insured amount, insofar as the damage is covered by an insurance policy taken out by the user. The supplier is liable for all damage suffered by the user as a

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result of a shortcoming in the fulfilment of the user's obligations by the supplier or as a result of the defectiveness of the products supplied by the user to the other party.

6. The user guarantees the usual normal quality and soundness of the delivered goods; their actual life span can never be guaranteed.

7. If the goods delivered contain visible errors, imperfections and/or defects which must already have been present at the time of delivery, the user undertakes to repair or replace these goods free of charge, at his discretion.

8. a. In all cases, the period within which the user can be sued for compensation for established damages shall be limited to six months, calculated from the time at which the obligation to pay damages is established.

b. In deviation from subsection A of this paragraph, a maximum period of 1(one) year applies for the consumer.

9. If the goods supplied by the user come with a guarantee from the manufacturer, that guarantee shall apply equally between the parties

10. With regard to the agreement with the consumer, the user shall observe the legally stipulated guarantee periods.

11. The other party loses its rights vis-à-vis the user, is liable for all damage and indemnifies the user against any third-party claim for compensation if and insofar as:

a. The aforementioned damage is caused by inexperienced use and/or use contrary to the instructions and/or advice of the user and/or inexperienced storage of the delivered goods by the other party;

b. The aforementioned damage is caused by errors, incompleteness or inaccuracies in data, materials, information carriers, etc. which are provided and/or prescribed to the user by or on behalf of the other party.

c. if the legal requirements regarding the necessary (CE) certification for the products are not met or if the ordered products do not have the necessary (CE) certification.

12. The user can never be held liable for all obligations and liabilities relating to the application for (CE) certification and the outcome of the (CE) certification.

## Article 10 intellectual property

1. The user shall never be responsible for checking the data supplied by the other party, including but not limited to the design, the entitlement to applicable intellectual property rights, including but not limited to protection, registration and infringement thereof. The other party is therefore itself responsible for the use of intellectual property rights, such as patent or design rights.

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2. If and when the aforementioned becomes apparent when the user's work is not yet or not fully completed, the user shall be entitled to charge the other party for the costs already incurred, as well as for any damage it suffers as a result.

3. The user is not liable for any damage of the other party or third parties that is caused as a result of or ensues from any infringement on - or the use of - intellectual property rights of third parties, or the failure to lay down the intellectual property rights in time. The other party indemnifies the user fully in this respect. The aforementioned shall also apply to any consequences which have arisen as a result of the compulsory recall of certain products on account of the aforementioned infringements.

### Article 11 Payment

1. Payment shall be made within 30 days after the invoice date, unless parties have explicitly agreed otherwise in writing.

2. If an invoice is not paid in full after expiry of the period referred to in paragraph 1:

a. as from that time, the other party shall be charged a credit limitation surcharge amounting to 2%, without any further notice of default being required;

b. the other party shall owe the user default interest in the amount of 2% per month cumulatively calculated on the principal sum. Parts of a month shall be regarded as full months in this respect;

c. the other party, after being summoned by the user, shall owe a minimum of 15% of the sum of the principal sum and the default interest with an absolute minimum of € 150.00 in respect of extrajudicial costs;

d. the user shall be entitled to charge the other party an amount of at least € 20.00 in respect of administration costs for each payment reminder, demand and suchlike sent to the other party. The user shall state this in the agreement and/or on the invoice.

3. At the user's discretion, the contract may be dissolved in whole or in part in the preceding or similar circumstances, without further notice of default or judicial intervention, whether or not combined with a claim for damages.

4. If the other party has not fulfilled his payment obligations in time, the user is entitled to suspend the fulfilment of the obligations towards the other party to deliver or perform work until payment has been made or proper security has been given for this. The same applies even before the moment of default if the user has a reasonable suspicion that there are reasons to doubt the other party's creditworthiness.

5. Payments made by the other party shall always serve to settle all interest and costs owed and subsequently to settle due and payable invoices which have been outstanding the longest, unless the other party explicitly states in writing upon payment that the settlement relates to a later invoice.

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6. a. If the other party, for whatever reason, has one or more counterclaims against the user, or will acquire such counterclaims, the other party shall waive the right of setoff in respect of this/these claim(s). The aforementioned waiver of the right to set-off also applies if the other party applies for a (temporary) suspension of payment or is declared bankrupt.

b. The provisions under a. of this paragraph do not apply to agreements with the consumer.

### Article 12 Retention of title

1. The user retains ownership of the goods delivered and to be delivered until the other party has fulfilled his payment obligations to the user. These payment obligations consist of the payment of the purchase price, increased by claims relating to work carried out in connection with that delivery, as well as claims relating to possible compensation for failure to fulfil obligations on the part of the other party.

2. The other party may only resell the goods falling under the retention of title in the context of its normal business operations.

3. If the user invokes the retention of title, the agreement concluded shall be deemed to have been dissolved, without prejudice to the user's right to claim compensation for damage, loss of profit and interest.

4. The other party is obliged to immediately inform the user in writing of the fact that third parties are enforcing rights on goods which are subject to a retention of title pursuant to this article.

### Article 13 Collateral

Until the time at which the other party has fully met its payment obligations vis-à-vis the user, the other party shall not be entitled to give the delivered goods to third parties in pledge and/or to establish a non-possessory pledge on them, and/or to place the goods for storage in the actual power of one or more financiers (warrantage), as this shall be regarded as attributable non-fulfilment on its part. The user may then immediately, without being obliged to give any notice of default, suspend his obligations arising from the agreement, or dissolve the agreement, without prejudice to the user's right to compensation for damage, loss of profit and interest.

### Article 14 Bankruptcy, lack of power of disposition, etc.

Without prejudice to the provisions in the other articles of these conditions, the agreement concluded between the other party and the user shall be dissolved without judicial intervention and without any notice of default being required, at the time when the other party is declared bankrupt, applies for a (provisional) suspension of payments, is the subject of an attachment order, is placed under guardianship or administration or otherwise loses the power of disposition or legal capacity with regard to its assets or parts thereof, unless the guardian or administrator recognizes the obligations arising from the agreement as a debt of the estate. In the aforementioned situation, the User's claims shall be immediately due and payable.

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## Article 15 Force majeure

1. In the event that fulfilment of the user's obligations under the agreement concluded with the other party is not possible and this is due to non-attributable non-fulfilment on the part of the user, and/or on the part of the third parties or suppliers engaged for the performance of the agreement, or in the event that another important reason occurs on the part of the user, the user shall be entitled to dissolve the agreement entered into between the parties, or to suspend the performance of his obligations towards the other party for a reasonable period to be determined by him, without being obliged to pay any compensation.
2. If the above-mentioned situation arises when the agreement has been executed in part, the other party shall be obliged to fulfil its obligations towards the user up to that time.
3. The following shall be considered circumstances of non-attributable non-performance: war, riots, mobilization, domestic and foreign disturbances, government measures, strikes and lockouts by workers or the threat of these and similar circumstances; disruption of the exchange rates existing at the time of entering into the agreement; weather conditions, operational failures due to fire, accident or other occurrences and natural phenomena, all this irrespective of whether or not the All this irrespective of whether the non-performance or late performance takes place at the user, his suppliers or third parties engaged by him for the performance of the obligation.

## Article 16 Dissolution, cancellation or termination

1. a. The other party waives all rights to dissolve the agreement pursuant to Article 6:265 ff. of the Netherlands Civil Code or other statutory provisions, unless mandatory provisions oppose this. This shall apply subject to the right to cancel or terminate the agreement pursuant to this article.  
b. The provisions under A of this paragraph do not apply to the agreement with the consumer. In addition to the provisions of sub A of this article, the user's claims upon dissolution shall be immediately due and payable, and the user shall be entitled to suspend delivery.
2. Within the framework of these general terms and conditions, cancellation is understood to mean: the written termination of the agreement by one of the parties before the start of the execution of the agreement.
3. Within the framework of these general terms and conditions, termination is understood to mean: the termination of the agreement by one of the parties after the start of the execution of the agreement.
4. If the other party cancels the agreement, it shall owe the user a fee to be determined by the user. The other party shall be bound to compensate the user for all costs, damage and lost profit. The user is entitled to fix the costs, losses and lost profit and - at his discretion and depending on the work already carried out or deliveries already made - to charge the other party 20 to 100% of the agreed price.

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5. The other party shall be liable towards third parties for the consequences of the cancellation or termination and shall indemnify the user.
6. Amounts already paid by the other party shall not be refunded.

**Article 17 Applicable law, competent court**

1. The agreement concluded between the user and the other party shall be governed exclusively by Dutch law. Disputes arising from this agreement shall also be settled according to Dutch law.
2. Contrary to the provisions of paragraph 1 of this Article, the consequences under property law of a retention of title in respect of goods intended for export shall, in the event that the legal system of the country or state of destination of the goods is more favorable to the user, be governed by that law.
3. Any disputes shall be settled by the competent Dutch court, albeit that the user shall be entitled to bring the matter before the competent court in the place where the user has its registered office, unless the sub district court is competent in the matter.
4. In the case of disputes with the consumer, the consumer may, within 1(one) month after the user has informed him that the case will be submitted to the court, make it known that he chooses to submit the dispute to the legally competent court.
5. With regard to disputes arising from the agreement concluded with another party which is based outside the Netherlands, the user shall be entitled to act in accordance with the provisions of paragraph 3 of this article or - at his discretion - to bring the disputes before the competent court in the country or the state where the other party is based.

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