

article 1. General

1. These terms and conditions apply to every offer, quote and agreement between Dubet B.V., hereinafter: "User", and a Counter party, to which User has declared the present terms and conditions applicable, insofar as parties have not explicitly deviated from the conditions and in writing.
2. The terms and conditions also apply to agreements with User for which third parties should be used by the User for the implementation.
3. These General Terms and Conditions are also written for the User's employees and its Management.
4. The applicability of any purchasing or any other terms and conditions of the other party is explicitly rejected.
5. If one or more provisions in these terms and conditions should at any time be declared or become null and void, as a whole or in part, the remainder in these terms and conditions shall apply in full. User and the Counter party will then enter into discussion to agree on new stipulations in replacement of those that are null and void, in which the purpose and intent of the original provisions shall be kept as much as possible.
6. If uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation should be "in the spirit" of these provisions.
7. If a situation should arise between the parties that are not regulated in these General Terms and Conditions, this situation should be assessed based on the spirit of these General Terms and Conditions.
8. If the User doesn't always require strict adherence to these conditions, this doesn't mean that its provisions do not apply, or that User would lose the right in any degree to require strict compliance with the provisions of these terms and conditions in other cases.

article 2. Quotations and Offers

1. All quotations and offers of the User are without obligation and subject to interim sale, unless the quotation includes a period for acceptance. User cannot be held to its quotes or offers if the Counter party can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.

2. The prices quoted in a quotation or offer exclude VAT and other Government levies, expenses possibly to be made within the scope of the agreement, including travel and subsistence, shipping and handling, unless indicated otherwise.
3. If the acceptance (whether or not on secondary items) differ from the goods or items included in the quote or the offer, the User shall not be bound by it. The Agreement shall then not come into force according to the deviating acceptance, unless indicated differently by User.
4. A composite quotation doesn't commit User to carry out part of the assignment at a corresponding part of the given price. Offers and quotes shall not automatically apply to future orders.

article 3. Contract duration; delivery times, execution and modification of the agreement

1. The agreement between the User and the Other Party is concluded for an unlimited period, unless the nature of the agreement dictates otherwise or if parties agree otherwise expressly and in writing.
2. If a term is agreed or specified for the completion of certain activities or for the supply of certain things, this is never a deadline. With the exception of a term, the Counter party should inform the User of its default in writing. The User must be allowed a reasonable term to still execute the agreement.
3. If the User requires data from the Counter party for the execution of the agreement, the execution time shall not commence earlier than after the Counter party made it available to the User, accurate and complete.
4. Delivery is ex User's company, unless determined differently. The Counter party is obliged to take the goods at the time they are made available to him. If the Counter party refuses or fails to provide information or instructions necessary for delivery, the User shall be entitled to store the goods at the expense and risk of the Counter party.
5. The User has the right to have certain work done by third parties.
6. The User shall be entitled to carry out the agreement in stages and to invoice the thus executed part separately.
7. If it was agreed that the agreement shall be executed in phases, the User may suspend the execution of the components belonging to a follow-up phase until the Counter party has

approved the results of the previous phase in writing.

8. If it appears during the execution of the agreement that it is necessary for the proper execution to change or to add to these, parties shall adjust the agreement accordingly, on time and in mutual discussion. If the nature, scope or content of the agreement, whether or not at the request or appointment of the Counter party, are changed by the competent authorities etcetera, and the agreement is thereby changed qualitatively and/or quantitatively, then this may also have consequences for what was originally agreed to. As a result, the originally agreed amount may be increased or decreased. User will as far as possible quote on this in advance. The originally specified term of implementation may also be amended by an amendment to the agreement. The Counter party accepts the possibility of amending the agreement, including the change in price and time of execution.

9. If the agreement is changed, including an addition, then User shall be entitled to first implement this after prior agreement has been given by the User's authorised representative and the Counter party has agreed to the price specified for the implementation and other conditions, including the time to then be determined when it will be implemented. Not or not immediately carrying out the amended agreement does not imply any default by User and doesn't offer grounds for the Counter party to cancel the agreement. Without coming in default, User can refuse a request to amend the agreement, if this may result in a qualitative and/or quantitatively context for example, in consequences for the work to be carried out or to be delivered.

10. If the Counter party should come in default in the proper performance of that which he should provide User with, then the Counter party shall be liable for all damages (including costs) on the User's side as a direct or indirect result.

article 4. Suspension, dissolution and interim termination of the agreement

1. The User is entitled to suspend the observance of the commitments or to annul the agreement, if:

- The Counter party does not comply with the commitments from the Agreement or does not comply completely;

- After signing the agreement, the User discovered circumstances that pose reason enough to doubt whether the Principal will comply with the commitments.

- Upon signing the agreement, the Counter party was required to provide surety to guarantee compliance with his commitments based on the agreement and this surety was not given or it is not enough;

- If due to the delay on the part of the Counter party, the User can no longer be expected to fulfil the agreement at the originally agreed conditions.

2. Furthermore, the User will in all cases have the right, without limiting other rights, to return the goods back to sale.

3. The User is also entitled to annul the agreement if circumstances should occur of such a nature that observance of the agreement becomes impossible or if circumstances occur otherwise that are of such a nature that unchanged observance of the agreement can not be reasonably be expected of the User.

4. If the agreement is dissolved, Users' claims on the Counter party become claimable immediately. If User suspends the observance of the commitments, he retains his claims by law and based on the agreement.

5. If User proceeds with suspension or dissolution, he shall not in any way be required to pay damages and costs caused thereby in any way.

6. If the dissolution is attributable to the Counter party, User shall be entitled to compensation of the damage, including the costs generated thereby, directly and indirectly.

7. If the Counter party fails to fulfil its obligations arising from the agreement and this failure justifies termination, the User shall be entitled to terminate the agreement immediately with immediate effect and without any commitment to payment of any damages or compensation, while the Counter party, by virtue of default, will be required to pay damages or compensation.

8. If the agreement is terminated in the interim by User, User shall take care of the transfer of work still to be carried out to third parties, in consultation with the Counter party. This unless the termination is attributable to the Counter party. If the transfer of the activities would incur additional expenses for User, this will be charged to the Counter party. The Counter party is obliged to meet these costs

within the time limit laid down, unless User indicates otherwise.

9. In the event of liquidation, of (application for) bankruptcy, suspension of payments or of seizure - if and in so far as the seizure is not lifted within three months - at the expense of the Counter party, debt restructuring or any other circumstance whereby the Counter party no longer freely avail over his estate, the User is free to terminate the agreement immediately and with direct effect or to cancel the order or agreement, without any obligation on his part to pay any damages or compensation. The User's claims against the Counter party are in that case immediately due and payable.
10. If the Counter party cancels a placed order, as a whole or in part, then the goods ordered or prepared for that purpose, increased by any supply, removal or delivery costs and the working hours reserved for the implementation of the agreement, will be fully charged to the Counter party.

article 5. Force Majeure

1. User is not held liable for compliance with any commitment towards the Counter party if he was prevented as a consequence of circumstances that are not due to error, and that can neither by virtue of the law, a legal action or in generally applicable opinions be accountable to him.
2. Under force majeure is understood in these general conditions, apart from that which is understood regarding this legally and in case law, all external causes, planned or not planned, on which User could not have any influence, but whereby User cannot be expected to comply with his commitments. This includes strikes in the User's company or that of third parties. The User is also entitled to call on force majeure if the circumstances preventing (further) observance of the agreement, takes place after the User had to comply with its commitments.
3. User can suspend its commitments based on the Agreement during the period that force majeure continues. If this period continues for longer than three months, either of the parties are entitled to cancel the agreement without any commitment to pay compensation for any loss suffered by the other party.
4. Insofar as User had already partially comply with its commitments based on the Agreement at the onset of the force majeure, or could have observed this and an independent

value could be linked to the complied with or respectively the to be complied with part, the User is entitled to bill separately for the already observed respectively to be observed part. The Counter party is obliged to pay this invoice as if it were a separate Agreement.

article 6. Payment and collection fees

1. Payment must be made within 7 days of the invoice date, on a way indicated by User in the currency in which it was invoiced, unless indicated otherwise by User. User is entitled to invoice periodically.
2. If the Counter party defaults in the timely payment of an invoice, the Counter party shall be in default by operation of law. The Counter party shall then owe an interest of 5% per month, unless the statutory interest rate is higher, in which case the legal interest is due. The interest due on the claimable amount shall be calculated from the moment that the Counter party comes in breach until compliance with the full amount.
3. The User is entitled to in the first place deduct the payments made by the Counter party from the expenses, then from the resulting interest and finally from the principal amount and the current interest.
4. The User may, without therefore being in breach, refuse an offer towards payment if the Counter party insists on another sequence for the allocation of the payment. The User may refuse the full settlement of the principal amount if the outstanding interest, current interest and collection fees are not paid too.
5. The Counter party shall in no event be entitled to set off the amount due by him to User.
6. Objections against the amount of an invoice don't suspend the payment obligation. The Counter party who is not entitled to claim on section. 6.5.3 (articles 231 to 247 book 6 of the Dutch Civil Code) is also not entitled to suspend the payment of an invoice for any other reason.
7. If the other party is in default in the (timely) performance of its obligations, all reasonable collection costs incurred extra judicially shall be borne by the Counter party. The extra judicial costs are calculated on the basis of what is common in Dutch collection practice at that time. However, if the User incurred higher costs for collection that were reasonably necessary, the actual costs incurred shall be recoverable. The judicial and execution costs will also be

recovered from the Counter party. The Counter party is also owed interest on the collection costs.

article 7. Retention of ownership

1. All goods delivered by the User within the framework of the agreement shall remain the User's property until the Counter party has complied with all its obligations under the agreement(s) concluded with User.
2. Goods delivered by the User, which fall under the retention of title pursuant to paragraph 1, may not be resold and may never be used as a method of payment before the ownership is passed on to the Counter party. The Counter party is not entitled to sell the goods falling under the retention of title, or to pledge this or attach it in any other way.
3. The Counter party shall always do what may reasonably be expected of him to secure the property rights of User.
4. If external parties should attach the items supplied under retention of title or proceed to attach these, the Counter party shall immediately inform the User thereof.
5. The Counter party shall insure and keep the goods supplied under retention of ownership insured against fire, explosion and water damage as well as against theft and the policy of this insurance shall be submitted to User for inspection upon first request. In case of payment by the insurance, the User shall be entitled to these benefits. Insofar as needed, the Counter party commits itself to User in advance to provide full cooperation in all that is required or (may prove to be) desirable in that framework.
6. In the event User wishes to exercise its property rights mentioned in the present article, the Counter party grants its prior unconditional and irrevocable permission to the User and third parties to be appointed by User to enter all these places where the User's properties are located and to take them back.

article 8. Guarantees, liability, research and advertising, limitation period

1. Parties agree that the goods may be sold on an 'as seen where seen' basis. User offers no guarantee, statutory, express or implied, with regard to the equipment used, including suitability for a particular purpose. The Counter party shall bear all risk and liability resulting from possession, use or destination of the goods. The User has no liability with regard to

the goods sold, including indirect, incidental and consequential damages.

2. The Counter party is obliged to examine the delivered goods immediately at the time that the goods are made available to him. The Counter party also needs to inspect the delivered goods to see whether it corresponds to what has been agreed and meets the requirements that parties have agreed to in this regard. Any goods that are not in accordance with what has been agreed upon are to be reported directly to User. The notification must give as detailed a description as possible of the defect, so that User will be able to respond adequately. The Counter party must allow the User to investigate a complaint.
3. If the Counter party submits a claim in a timely manner, his payment obligation shall not be suspended. The Counter party remains in that case also held to purchase and payment of the other ordered goods.
4. If a defect is mentioned later, the Counter party shall not be entitled to repair, replacement or compensation.
5. If it is established that an item is defective and the relevant complaint was lodged in a timely manner, then the User shall, at the discretion of the User, replace or take care of restoration or replacement or refund to the Counter party within a reasonable period of time. In case of replacement, the Counter party must return the replaced item to User and to restore ownership to User, unless User indicates otherwise.
6. If it is established that a complaint is unfounded, the resulting costs incurred, including the investigation costs incurred by the User, shall be completely accountable to the Counter party.

article 9. Risk transfer

1. The risk of loss, damage or depreciation goes over to the Counter party the moment goods are delivered to the Counter party under the power of the Counter party.

article 10. Indemnification

1. The Counter party shall indemnify User against any claims by third parties who suffered damages in connection with the performance of the Agreement and of which the cause can be blamed on someone other than the User.
2. Should User be addressed by third parties in this regard, the Counter party is obliged to assist User both legally and extra judicially and to immediately take all those measures which

may be expected from him in that case. Should the Counter party default in taking appropriate measures, the User shall be entitled to do so, without requiring a notice of default. All resulting costs and damages on the part of the User and third parties shall be accountable and for the risk of the Counter party.

article 11. Applicable law and disputes

1. Only Dutch law applies to all legal relationships to which User is a party, whether or not an undertaking is implemented as a whole or in part in a foreign country or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The judge in the place of establishment of the User has exclusive jurisdiction to hear disputes, unless otherwise required by law.

Nevertheless, the User has the right to submit the dispute to the competent court according to the law.

3. Parties shall only lodge an appeal with the judge after they have tried all possible paths to settle the dispute in mutual discussion.

article 12. Location and change in conditions

1. These conditions are registered at the Chamber of Commerce in Arnhem.
2. The latest deposited version or the version applicable at the time of establishment of the agreement with the User is always applicable.
3. The Dutch text of these Terms and Conditions is always determining for the explanation thereof.