

GENERAL CONDITIONS OF SALE-, DELIVERY- AND PAYMANTTERMS

of **HANOTEX INTERNATIONAL B.V.**, a private company with limited liability, having its registered office at Joure, Handelwei 10-12, as filed with the Chamber of Commerce , file number 53463420.

Article 1 Definition

For the purpose of these conditions the following terms shall have the meanings assigned to them:

1. the individual or legal entity who has ordered the supplier to sell and/or deliver certain products or to perform certain activities and/or services;
2. the legal entity, hereinafter to be referred to as HANOTEX INTERNATIONAL B.V., who has accepted the order referred to under a, or who has issued an offer preceding a possible order.

Article 2 General

1. These conditions shall apply to the conclusion, substance, and performance of any and all agreements entered into between the client and HANOTEX INTERNATIONAL B.V..
2. Any general conditions of the client shall apply only if it has been expressly agreed in writing that such conditions will apply to the agreement between the parties to the exclusion of these conditions.

Article 3 Offers

1. Any offers and quotations on the part of HANOTEX INTERNATIONAL B.V. shall be without engagement, unless expressly agreed otherwise in writing.
2. The agreement shall not be concluded until acceptance of an order in writing or actual commencement of the execution thereof by HANOTEX INTERNATIONAL B.V..

Article 4 Representation

Any agreements, representations or statements on the part of employees of HANOTEX INTERNATIONAL B.V. shall be binding on HANOTEX INTERNATIONAL B.V., only if confirmed in writing.

Article 5 Prices

1. All prices quoted shall be exclusive of turnover tax (V.A.T.), freight and other levies imposed by the government.
2. The price quoted by HANOTEX INTERNATIONAL B.V. with respect to the activities to be performed by it shall regard only the performance as per the offer issued by HANOTEX INTERNATIONAL B.V..
3. HANOTEX INTERNATIONAL B.V. may change the agreed price if any of the following circumstances should occur after issuance of the offer and/or conclusion of the agreement: an increase of the costs of materials, semi-finished products or services required for the performance of the agreement or, in general, any circumstances similar to the above.

Article 6 Cancellation

The client may cancel an agreement prior to commencement of the performance thereof by HANOTEX INTERNATIONAL B.V., provided that it compensates the supplier for any damage suffered as a result of the cancellation. Such damage shall in any event include any losses and lost profits sustained by HANOTEX INTERNATIONAL B.V., and in any event such costs as incurred by HANOTEX INTERNATIONAL B.V. in its preparatory activities.

Article 7 Delivery and Delivery Terms

1. In no event shall any delivery terms stated by HANOTEX INTERNATIONAL B.V. be deemed to be fixed dates, unless expressly agreed otherwise in writing. The delivery terms stated by HANOTEX INTERNATIONAL B.V. have been established based on the expectation that there will be no obstacles for HANOTEX INTERNATIONAL B.V. which may render (timely) delivery impossible. In the event that the delivery terms are exceeded, HANOTEX INTERNATIONAL B.V. shall not be in default until after written notice of default from the client, granting HANOTEX INTERNATIONAL B.V. a reasonable term for performance of the agreement.
2. Unless agreed otherwise in writing, delivery shall take place at the moment the client signs for receipt. From that moment the risk for the goods remain with the client.
3. HANOTEX INTERNATIONAL B.V. shall at all times have the right to make partial deliveries. In such event the provisions of the first paragraph of this article shall apply to each partial delivery.
4. In the event that the delivery terms are exceeded due to causes not attributable to HANOTEX INTERNATIONAL B.V., the client shall never be entitled to damages.
5. If the client fails to accept or take delivery of the products to be delivered on the agreed delivery date, the products to be delivered shall be kept at its disposal by HANOTEX INTERNATIONAL B.V. for a reasonable term, for the account and risk of the client. In such events HANOTEX INTERNATIONAL B.V. may charge storage and insurance costs.

Article 8 Payment

1. Unless agreed otherwise, the client shall pay the amounts due within 30 (thirty) days after the date of the invoice, without any right to discount, set-off or suspension. In the event of late payment, the client shall be in default without any notice of default on the part of HANOTEX INTERNATIONAL B.V. being required.
2. HANOTEX INTERNATIONAL B.V. shall have the right to claim payment in advance or any other form of security to be provided by the client.
3. In the event of late payment, interest shall be due by the client as from the date of the invoice on account of late payment. The interest shall be equal to 1% per month or 1/12th of the interest as referred to in article 6:120 paragraph 2 of the Civil Code of the Netherlands, in case the interest last mentioned is higher.
4. In the event of late payment as referred to in paragraph 1 of this article, in addition to the amount due and the interest accrued thereon, the client shall be obliged pay all judicial and extra-judicial costs of debt collection, including attorneys', process servers' and debt collecting agencies' fees.

Article 9 Complaints

1. Immediately after delivery the client shall inspect the products delivered for visible defects, and report any complaints to HANOTEX INTERNATIONAL B.V. within 3 (three) days in writing based on arguments, in the absence of which the products delivered shall be deemed to have been accepted.
2. Any other defects shall be reported to HANOTEX INTERNATIONAL B.V. in writing and based on arguments immediately after they could reasonably have been discovered, however, in any event within one month after delivery, in the absence of which the products delivered shall be deemed to have been accepted.
3. The client shall not use, process or transfer/ put in the possession of any third party, all on pain of forfeiture of the right to file complaints.
4. If HANOTEX INTERNATIONAL B.V. deems the complaint(s) founded, it may at all times still deliver the agreed products, correct the defect, or credit the client for a proportional part of the invoice.
5. In the event of complaints the client shall not be entitled to refuse to pay or to suspend payment.

Article 10 Retention of Title

1. Without prejudice to the provisions of these conditions, all products delivered by HANOTEX INTERNATIONAL B.V. shall remain the property of HANOTEX INTERNATIONAL B.V. until the time of payment of all claims of HANOTEX INTERNATIONAL B.V. against the client covered by article 92 of book 3 of the Netherlands Civil Code, on any ground whatsoever, irrespective of whether such claims are due and payable, including interest and costs.
2. Until payment in full to HANOTEX INTERNATIONAL B.V., the client may not pledge the products to any third parties, put the products in the possession of any third parties, or otherwise transfer and/or encumber the products, other than in the course of its normal business operations, in which event the client shall sell and deliver such products subject to a retention of title.
3. In the event of violation of the provisions of paragraphs 1 and 2, HANOTEX INTERNATIONAL B.V. may repossess or have any third party repossess all products delivered, without any authorisation from the client or the court being required, at the location where such products are stored. Furthermore, in such event any claim which HANOTEX INTERNATIONAL B.V. may have against the client shall promptly be due and payable.

Article 11 Liability

1. The liability of HANOTEX INTERNATIONAL B.V. with respect to the contract with the client shall be limited to one time the net invoice value of the relevant delivery or service performed, save wilful misconduct or gross negligence on the part of HANOTEX INTERNATIONAL B.V..
2. HANOTEX INTERNATIONAL B.V. shall not be liable for any damage of any nature whatsoever, arising as a result of or after the client having altered or processed the manufactured products, or having it delivered to a third party.
3. In no event shall the supplier be liable for any indirect damage, such as lost profits, consequential damage or damage due to delay, to be suffered by the client either directly or indirectly, or connected in any way whatsoever with the agreement, in the performance of the agreement entered into with HANOTEX INTERNATIONAL B.V..

Article 12 Force Majeure

1. Any failure on the part of HANOTEX INTERNATIONAL B.V. to perform the agreement cannot be attributed to it if it is not due to fault of HANOTEX INTERNATIONAL B.V. or should be for its account pursuant to the law, based on the agreement or by generally accepted standards.
2. Any failure on the part of HANOTEX INTERNATIONAL B.V. to perform the agreement as a result of war, mobilisation, unrest, flood, closed shipping, other hitches in transport, stagnation, restriction or discontinuation of supply by public utilities companies, shortage of coal, gas, natural oil products or other means of generating energy, fire, machine breakage, or other accidents, strike, lockout, actions of trade unions, export restrictions, other government measures, failure on the part of third parties to supply any materials and semi-finished products required, wilful misconduct or gross negligence on the part of agents, and other similar circumstances shall be deemed to be non-attributable to HANOTEX INTERNATIONAL B.V., and shall not give the client any right to rescind the agreement or to claim any damages.

Article 13 Rescission and Suspension

HANOTEX INTERNATIONAL B.V. may rescind or suspend performance of the agreement without any judicial intervention being required, in which event the client shall be liable for any damage suffered by HANOTEX INTERNATIONAL B.V. as a result, in the event:

- a. that the client fails timely to perform its payment obligations or to comply with any notice of default setting a reasonable term;
- b. that the client is declared bankrupt, files for a moratorium on payment of its debts, or winds up all or part of its company;
- c. of attachment and/or seizure under execution of all or part of the assets of the client, including the products delivered by HANOTEX INTERNATIONAL B.V. but not yet (fully) paid.

In the above-mentioned events all claims which HANOTEX INTERNATIONAL B.V. may have against the client shall be immediately due and payable.

Article 14 Applicable Law and Dispute Resolution

Any agreement between HANOTEX INTERNATIONAL B.V. and the client shall be governed by the laws of the Netherlands. Any disputes which may arise as a result of this agreement or any subsequent agreements for the performance hereof shall be submitted to the exclusive jurisdiction of the District Court at Leeuwarden.