

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Belship bv, Krommewetering 61A, 3543 AM Utrecht, The Netherlands, Utrecht trade register 30037786

## 1. Applicability

- 1.1 These terms and conditions apply to all our offers, acceptances and agreements, notwithstanding if and insofar as we declare otherwise in writing. They will prevail in any event that these conditions differ from the purchaser's similar conditions, if any.
- 1.2 Changes in the purchase agreement and deviations from these general conditions will solely be effective if both the purchaser and we have agreed in writing.

## 2. Offers

All our offers, quotes, etc. are without any obligation, as is our information concerning the technical properties etc. of our products and applicable delivery times of which we can only advise in general terms based on normal circumstances and from which the purchaser can never derive the right to refuse the purchase of any products or to suspend any payment obligations, whilst having no right to cancel the agreement.

## 3. Formation of agreements

Agreements will solely be deemed to have been concluded, whether or not between a third party and an agent (representative) on our behalf, if and insofar as we have accepted or confirmed them in writing and also have received in any form whatsoever the purchaser's necessary payment security as well as all the documents required for the conclusion of the agreement.

## 4. Returns

Products can solely be returned with our approval if returned postage paid in their original packaging and undamaged with a view to resale within ten days after their receipt by the purchaser with the enclosure of a completed return form, a copy of the packing slip and the invoice for the goods delivered. In case of crediting, 15% costs will be charged at our discretion.

## 5. Prices

- 5.1 Prices will be in euros unless specifically agreed otherwise.
- 5.2 All the prices stated in the price list are recommended sales prices and apply excluding and including VAT. Orally stated prices are not binding. We reserve the right to change prices without informing the purchaser in advance.

## 6. Delivery

- 6.1 Unless otherwise agreed, both the deliveries of the products and parts will be ex warehouse, which is understood to be the place from where all our deliveries, whether or not on our behalf, are made.
- 6.2 The delivery times will be determined per transaction. The delivery time will begin at the moment that we have accepted or confirmed the order in accordance with Article 3.
- 6.3 We will observe the delivery times to the best of our ability. Any failure to meet the delivery time due to any cause whatsoever will, however, not constitute a breach of contract to such an extent that the purchaser would have any right to cancel the agreement or to our reimbursing any direct or indirect costs incurred in the matter, regardless of whether these damages have been incurred by themselves or a third party.

## 7. Packaging and dispatch

- 7.1 The products will be dispatched packaged or unpackaged at our own discretion. The packaging costs as we have calculated will be accepted for returns at the same price, provided that we received them postage paid to Utrecht and in good condition within fourteen days of the purchaser's receipt of the products.
- 7.2 In order to cover the costs of freight/postage and packaging, the following standard amounts will be charged for the following dispatches: EUR 12.50 for dispatches with a value below EUR 350.00 net; to dispatches sent cash on delivery within the Netherlands a contribution of EUR 15.00 applies regardless of the order value; for express deliveries by courier, the costs will be further determined. Dispatches to Belgium and Luxemburg: EUR 15.00. Dispatches to Belgium/Luxemburg sent cash on delivery are not possible. These should be paid in advance of delivery. For any other exports, the actual costs of the haulier will always be charged on. For pallet freight with a value below EUR 450.00, we will charge EUR 30.00.

## 8. Specifications

The pictures and descriptions are as corresponding to reality as possible. However, we expressly do not take responsibility for any discrepancies. All the sizes, weights and, in particular, the safe and breaking loads merely serve as an indication and, in case of a contingency, cannot entail any liability on our part. We do not undertake to enclose any usage and/or assembly instructions with the goods that we deliver. The purchaser is deemed to be aware of the proper usage and application as well sound assembly of the delivered product.

## 9. Purchaser's obligation to take delivery

- 9.1 The purchaser is obligated to take delivery of the products at the agreed time or within the agreed term.
- 9.2 If the purchaser does not take delivery of the products, we reserve the right to sell the relevant products and/or hold on to them at the expense and risk of the purchaser, all this at our own discretion. We will also be entitled to regard the agreement to be terminated with a claim to reimbursement of any costs that we have incurred without any judicial intervention.
- 9.3 We are not obliged to transfer to the purchaser the proceeds minus the costs incurred until the purchaser has paid the purchase price in full, all this without prejudicing our right to set off the proceeds against the sales price.

## 10. Payment

- 10.1 Unless otherwise agreed, payment is due within 30 days after invoicing. The purchaser is not entitled to any deduction or debt setoff whatsoever.
- 10.2 For deliveries made in parts, each part may be invoiced separately.
- 10.3 Complaints do not suspend payment obligations regardless of whether or not any return has been approved.

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## 11. Payment security

If we receive information about the purchaser that is unfavourable in either a financial or a business sense, even if this situation arises after a written confirmation of a purchase order, we have the right to demand advance payment, cash payment or security (for instance, a bank guarantee). If the purchaser has not met the set demands within the specified time, we are entitled to terminate the purchase agreement without any obligation to pay damages.

## 12 Noncompliance with payment obligations

12.1 Without prejudice to any rights conferred on us by law or arising from this agreement, in case of noncompliance with the obligation to pay within the specified time the purchaser will be deemed to be in default without any further notice or judicial intervention and will be owing interest at a rate equal to the legal interest rate as determined by the DNB (De Nederlandse Bank N.V.) but at least 1% per calendar month for each or part of the calendar month in which the payment was overdue, to be calculated on the invoiced amount as of the date of the invoice.

12.2 All the judicial and extrajudicial costs we incur as a consequence of the purchaser's failure to pay within the set term will be at the expense of the purchaser, including the remuneration of third parties that we have called upon for the collection.

## 13 Reservation of ownership and risk

13.1 All the sold and delivered products will remain our property until all the amounts to be paid by the purchaser for whatever reason will have been paid, including any collection costs and interest.

13.2 The purchaser does not have the right to transfer the title to these products as they are or, if applicable, after they have been adjusted or processed, to third parties, whether or not to serve as security, before the ownership has been transferred to them. The purchaser is nonetheless authorised to sell the products in the normal running of their business. The purchaser will cooperate at all times in the effectuation of our proprietary rights.

13.3 In case of reasonable doubt on our part as regards the purchaser's ability to pay, we are authorised to suspend the delivery of the goods until the purchaser has provided security for the payment. The purchaser is liable for any damages we incur as a result of the suspended delivery.

## 14 Warranty

14.1 We warrant the quality of the products that we deliver in accordance with the warranty provisions of our supplier. Each claim to warranty is cancelled if the products are not stored and/or utilised properly or according to the instructions as enclosed with the products insofar as these are available.

14.2 Our liability is limited to the replacement of the delivered product or the acceptance of the return of the delivered product against the payment of the sales price, all of this at our own discretion. Transport, travel and accommodation, installation and removal costs, as well as any subsequent damages, are always excluded. This does not apply to any repairs during the warranty period.

## 15 Complaints

Complaints should be submitted to us in writing no later than 8 days after delivery; the purchaser is deemed to have accepted the delivered product if they fail to do so.

## 16 Liability

We are not liable for any direct or indirect damages in whatever shape or form that may have arisen from the improper use or unsuitability of the product that we have delivered.

## 17 Force majeure

17.1 In case of force majeure on our part, the fulfilment of the purchase agreement will be suspended for as long as the force majeure makes it impossible for us to fulfil our obligations, this without prejudicing our authority to cancel the agreement without judicial intervention, in which case the purchaser is merely bound to the payment of a reasonable fee for the performance already delivered.

17.2 Force majeure should be understood to include every circumstance which, in all reasonableness, was impossible for us to take into account and as a consequence of which the normal fulfilment of the agreement cannot be reasonably demanded by the purchaser, as well as, insofar as not already included, natural and environmental disasters, war, danger of war, riots, obstructive measures by national and international governments, work strikes, machine damage, shortage of staff, transport blockages, lack of transport means, fire and other contingencies within our own or our supplier's company.

## 18 Cancellation

18.1 Without prejudice to the provisions of Article 11, the purchase agreement will be cancelled without judicial intervention after a declaration in writing at the time that the purchaser is declared bankrupt, applies for a suspension of payment or loses their power of disposition of their full or partial assets through attachment, guardianship or in any other way.

18.2 The cancellation will make mutual claims immediately due and payable. The purchaser is liable for the damages incurred by us, including costs and lost profits.

## 19 Applicable law

Dutch law applies to all the agreements concluded under these conditions and any disputes arising from them.

## 10 Dispute settlement

Any and all disputes arising from these conditions and any agreements subject to them will be settled by the competent court in the district where our registered offices are located.

## 11 Authentic language

Even when these general conditions have been made available in a language other than Dutch, in case of doubt, the Dutch version of these conditions will be decisive.