

General Terms and Conditions Jeveka BV

1 General

- 1.1 In these general terms and conditions (“Conditions”), the following terms are defined as stated below:
- Jeveka: the private limited company Jeveka B.V., with its registered office in Amsterdam;
 - Buyer: every natural or legal person with whom Jeveka enters into an Agreement, or with whom the Jeveka negotiates on the formation thereof or to whom Jeveka makes an offer or with respect to whom Jeveka performs any (legal) act;
 - Agreement: every Agreement that is formed between Jeveka and the Buyer, every change or addition thereto, as well as all (legal) acts in preparation and/or execution of that Agreement;
 - Products: all goods that are the subject of an Agreement;
 - Order: every assignment from the Buyer to Jeveka.
- 1.2 These Conditions form a part of all Agreements and apply to all (legal) acts of Jeveka and Buyer in connection with it.
- 1.3 The applicability of the conditions or stipulations of the Buyer is expressly rejected by Jeveka.

2 Offers, Agreements, Product data

- 2.1 An offer or quotation (price) does not bind Jeveka and merely serves as an invitation to place an Order. An Agreement is formed only if and insofar as Jeveka has accepted an Order in writing or when Jeveka has proceeded to execute an Order.
- 2.2 Changes and additions to any provision in an Agreement and/or the Conditions only apply if and insofar as they have been accepted by Jeveka in writing and only apply in relation to the relevant Agreement.
- 2.3 All statements by Jeveka pertaining to product data as well as application recommendations are carefully made on the basis of international standards and/or supplier specifications. However, Jeveka cannot guarantee the prevention of any deviations in this respect.

3 Prices

- 3.1 Unless otherwise agreed, all prices of Jeveka are expressed in Euros and exclude turnover tax.
- The prices do not include any costs for commissioning and/or assembly unless this has been agreed in writing. Jeveka is at all times entitled to charge a late payment surcharge.
- If the Buyer meets his payment obligation in due time and in accordance with the provisions of Article 8, the late payment surcharge is no longer payable. An order processing fee and delivery costs will be charged for Orders below a certain net value.

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- 3.2 The prices and discounts stated in the catalogs, price lists, discount overviews and order confirmations are based on the circumstances applicable to Jeveka at the time of publication. If these circumstances change, Jeveka is at all times entitled to make interim price and/or discount changes. With the release of the new catalogs, price lists and discount overviews, all previous versions cease to apply.
- 3.3 If an Order differs from the offer or quotation in terms of scope, Jeveka is not (automatically) bound by the specified prices and discounts.

4 Packaging material

- 4.1 The packaging of the Products is determined by Jeveka. If the Buyer has set different requirements in this regard, the costs involved will be at the Buyer's expense. Packaging material will not be taken back by Jeveka.

5 Ordered quantities

- 5.1 Jeveka is at all times entitled to round up the quantities ordered by the Buyer to form a uniform minimum sales unit. If the Products have to be specially prepared for the Buyer or if the Products have to be treated on the instruction of the Buyer, Jeveka is at all times entitled to deliver 15% more or 15% less than the confirmed quantity.

6 Delivery period

- 6.1 The delivery period quoted by Jeveka is based on Jeveka's circumstances that apply at the time of formation of the Agreement and, insofar as the delivery period depends on the performance of third parties, on data provided to Jeveka by those third parties. Jeveka will observe the quoted period of delivery as much as possible. Agreements based on delivery from stock are at all times subject to the restriction of interim sales.
- 6.2 Jeveka will notify the Buyer of a (likely) transgression of the specified delivery period, if possible.
- 6.3 In the event the delivery period has been exceeded, the Buyer will not be entitled to any kind of compensation. Neither will the Buyer be entitled to dissolve the Agreement in that case unless the delivery period has been exceeded to such an extent that the Buyer cannot reasonably be expected to uphold the relevant part of the Agreement.
- 6.4 Jeveka is at all times entitled to make partial deliveries.

7 Delivery and risk

- 7.1 Unless otherwise agreed, the delivery and risk transfer of the Products will at all times be carriage paid, at the agreed destination in the Netherlands or Belgium. If Jeveka has not previously entered into an Agreement with the Buyer or if the Buyer failed to strictly meet its obligations in the past, Jeveka will be entitled to deliver the Products collect on delivery, with an additional COD charge.

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- 7.2 If the Buyer fails to take delivery of the Products, or if he fails to do so in time, he will be in default without a notice of default being required. In that case, Jeveka will be entitled to store the Products at the expense and risk of the Buyer or to sell them to a third party. The purchase price, plus interest and costs will remain payable by the Buyer (by way of compensation), however, minus the net proceeds of the sale to that third party, where applicable.

8 Payment

- 8.1 The Buyer must pay the amounts charged to him to Jeveka within 30 days of the invoice date, in the currency stated on the invoice. If the Products are collected by or on behalf of the Buyer at the offices of Jeveka, Jeveka may demand immediate payment in cash.
- 8.2 All amounts charged to the Buyer must be settled without discounts or deductions, except for any agreed discount scheme. The Buyer is not authorized to any set-off. The Buyer is not entitled to suspend any payment obligation towards Jeveka.
- 8.3 If at any point in time, Jeveka has reasonable doubts concerning the creditworthiness of the Buyer, Jeveka, before delivering any (further) performances, has the right to demand (partial) payment from the Buyer of the purchase price in advance or the furnishing of adequate security covering the amount that Jeveka has or will have to claim from the Buyer under the Agreement, whether or not due and payable, all of which will be at the discretion of Jeveka.
- 8.4 The Buyer will be in default upon the mere expiry of the payment term. In that case, any amounts owed by the Buyer to Jeveka, for whatever reason, will be due and payable with immediate effect.
- 8.5 The Buyer owes default interest on all amounts which have not been paid on or before the final day of the payment term, which interest is equal to the statutory interest applicable in the Netherlands at that time, increased by a 2% surcharge.
- 8.6 In the event that the Buyer is in default vis-à-vis Jeveka, he will be obliged to fully compensate Jeveka for extrajudicial and judicial expenses. The extrajudicial costs to be paid by the Buyer will be at least 15% of the outstanding amount, subject to a minimum of EUR 70 per invoice, to be increased with the turnover tax payable on this.
- 8.7 The fact that the Buyer is in default and Jeveka sends the Buyer payment reminders or other requests for payment does not affect the provisions of 8.4, 8.5 and 8.6.

9 Retention of title

- 9.1 Notwithstanding actual delivery, ownership of the Products will only transfer to the Buyer subject to the Buyer having fully paid everything he owes or will owe Jeveka under any Agreement.

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- 9.2 Prior to the ownership of the Products transferring to the Buyer, the Buyer will not be entitled to hire out, make available or pledge the Products or to otherwise encumber them. The Buyer is only entitled to sell or deliver the goods owned by Jeveka to third parties, insofar as this is required within the Buyer's normal business operations. The Buyer will notify his client of any property rights pertaining to Jeveka.
- 9.3 If and as long as Jeveka is the owner of the Products, the Buyer will store the Products separately, in recognizable packaging from Jeveka with the batch number stated thereon. The Buyer will immediately notify Jeveka if the Products are (likely) to be seized or if (any part of) the Products are the subject of any other claim. In addition, the Buyer, on demand of Jeveka, will notify the latter where the Products owned by Jeveka are located.
- 9.4 In the event of attachment, a (provisional) suspension of payment or insolvency, the Buyer must immediately make the bailiff levying the attachment, the administrator or receiver aware of Jeveka's (property) rights. The Buyer guarantees that an attachment of the Products will be lifted immediately.

10 Force majeure

- 10.1 If due to a non-attributable failure (force majeure), Jeveka is unable to fulfill its obligations vis-à-vis the Buyer, the fulfillment of those obligations will be suspended for the duration of the force majeure situation.
- 10.2 If the force majeure situation lasts 6 months, both parties have the right to fully or partially terminate the Agreement in writing, insofar as the force majeure situation justifies this.
- 10.3 Force majeure is taken to mean each circumstance beyond Jeveka's control, fully or partially obstructing the fulfillment of its obligations vis-à-vis the Buyer, or as a result of which Jeveka cannot reasonably be expected to fulfill its obligations, regardless of whether that circumstance could have been foreseen at the time the Agreement was concluded. Such circumstances include:
strikes and lockouts, blockades, riots, stagnation or other problems during production at Jeveka or its supplier and/or during transport arranged by Jeveka or third parties.
- 10.4 Jeveka will notify the Buyer of a (likely) situation of force majeure as soon as possible. In the case of force majeure, the Buyer will not be entitled to any compensation (of damage).

11 Checks, shortcomings and complaints

- 11.1 The Buyer is obliged to carefully inspect the Products immediately upon arrival at their destination or, if this is sooner, after receipt by himself or a third party acting on his instructions, or to have them inspected.
Shortcomings must be reported to Jeveka in writing within 14 days of arrival of the Products, stating the batch number on the packaging.

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- 11.2 Shortcomings that could not reasonably have been detected within the term referred to in paragraph 1, must be reported to Jeveka in writing immediately upon discovery thereof, yet no later than 6 months after the arrival of the Products, stating the batch number on the packaging.
- 11.3 After detection of any shortcoming, the Buyer is obliged to immediately discontinue the use, treatment, processing and/or installation of the relevant Products and to furthermore do and omit all that is reasonably possible to prevent (further) damage.
- 11.4 The Buyer will fully cooperate in any investigation of the complaint by, for instance, giving Jeveka the opportunity to carry out an investigation into the conditions of use, treatment, processing and/or installation. The Buyer cannot derive any rights from the mere acceptance of a complaint.
- 11.5 If the Buyer does not cooperate or in the event of other reasons why an investigation is not (or no longer) possible, the complaint will not be accepted and the Buyer will not have any claims in this respect.
- 11.6 The Buyer is not entitled to return the Products without Jeveka's written approval. Goods will be returned at the risk and expense of the Buyer. Jeveka is entitled to settle any handling fee and/or return costs, as well as possible transport costs, with the credit note.
- 11.7 If the Buyer complains about shortcomings in a Product and does so timely, correctly and justifiably, the liability arising from this for Jeveka will be limited to the obligations described in 12.3, with due observance of the other provisions of Articles 12 and 13.

12 Obligations of Jeveka

- 12.1 Jeveka guarantees the Buyer that the Agreement is executed on the basis of the certified NEN-ISO quality system of Jeveka and that the Products meet the confirmed specifications upon delivery.
Jeveka is never obliged to furnish the Buyer with a warranty that goes beyond the warranty that Jeveka can invoke vis-à-vis its suppliers.
- 12.2 The warranty described in Article 12.1 only applies if the Products are used normally and carefully and for their intended purpose. The warranty does not apply to shortcomings that have arisen as a result of external violence, poor maintenance, overloading, natural wear and tear and other causes beyond Jeveka's control, including post-processing of the Products by or on behalf of the Buyer. Nor does the warranty cover minor (commercially acceptable and/or technically unavoidable) deviations in color, material, structure or finish.

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- 12.3 Provided that a shortcoming has been reported in time, correctly and in accordance with the provisions of Article 11 and that with due observance of the provisions of Article 12, it has been sufficiently demonstrated that the Products do not conform to the Agreement, Jeveka will replace the faulty Products with new Products subject to the faulty ones being returned, or it will refund the purchase price of the Products or credit the invoiced amount subject to the faulty Products being returned, or grant the Buyer a retrospective discount on the purchase price to be determined in mutual consultation, all of which will be at Jeveka's discretion. By fulfilling one of the aforesaid performances, Jeveka is fully discharged with regard to its obligations.

13. Liability and indemnification

- 13.1 Jeveka cannot be held liable for damage to the Products, other than with due observance of the provisions of Article 12. In any case, the contractual and legal liability of Jeveka is at all times limited to the amount of the purchase price of the Product from which that liability arises.
- 13.2 Jeveka is not liable, neither by law nor under the Agreement, for so-called consequential damage or loss that the Buyer or a third party may suffer in respect of the Products (or the use thereof), including direct trading loss, environmental damage and intangible loss.
- 13.3 The Buyer will indemnify Jeveka against all third-party claims, directly or indirectly related to the Products (or the use thereof). The Buyer will compensate Jeveka for all damage or loss that Jeveka suffers as a result of such claims.
- 13.4 Jeveka will not invoke the limitations of liability in Articles 13.1, 13.2 and 13.3 if and insofar as the damage or loss is the direct result of intent or gross negligence by Jeveka.

14. Default/termination

- 14.1 If the Buyer fails to properly comply with any of his obligations under this Agreement or if he fails to do so in time, the Buyer will be in default without a notice of default, thereby entitling Jeveka:
- to suspend the execution of that Agreement and any directly related Agreements, until sufficient security for payment has been furnished;
 - or
 - to fully or partially dissolve that Agreement and any directly related Agreements.

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- 14.2 If there is a good reason to fear that the Buyer is not or will not be able to meet his obligations, as well as in the event of a (provisional) suspension of payment, insolvency, shutdown, dissolution or (partial) transfer (including an important part of his claims) of the business of the Buyer, all Agreements with the Buyer will be dissolved by operation of law unless Jeveka notifies the Buyer within a reasonable time period that it demands compliance with (a part of) the Agreement(s) concerned. In the latter case, Jeveka, without a notice of default, will be entitled to suspend the execution of the Agreement until compliance by the Buyer has been sufficiently secured.
- 14.3 The provisions of Articles 14.1 and 14.2 are without prejudice to the remaining rights of Jeveka by law and under the Agreement. Should an event as referred to in paragraphs 14.1 or 14.2 occur, all claims of Jeveka vis-à-vis the Buyer become immediately and fully due and payable and Jeveka will be entitled to take the relevant Products back. In connection with that, Jeveka and its authorized representative(s) will be entitled to enter the grounds and premises of the Buyer in order to take possession of the Products and to disassemble them, if so required. The Buyer is obliged to take the necessary measures in order to provide Jeveka with the opportunity to exercise its rights.

15 Applicable law, competent court

- 15.1 These Conditions, as well as the Agreement, are governed by Dutch law. The applicability of the 1980 Vienna Sales Convention (CISG) is excluded.
- 15.2 Insofar as not prescribed otherwise by mandatory law, all disputes arising as a result of the Agreement or these Conditions will be heard exclusively by the competent court of Amsterdam, on the understanding that Jeveka is entitled to bring actions against the Buyer, simultaneously or otherwise, at other courts of law that are competent to hear such actions.

These general terms and conditions were filed with the Registry of the District Court of Amsterdam on 29 October 2001, under file reference no. 207/2001.