

Standard Terms and Conditions of Sale of N. Vriesekoop B.V.

Article I – Definitions

‘**Quotation**’ means the offer made by Vriesekoop at the Buyer’s request, with Vriesekoop’s description if desired in lesser or greater detail of the possible deliverables and associated costs;

‘**Agreement**’ means any purchase or other agreement (including supplementary and subsequent agreements) between Vriesekoop and the Buyer to which these Standard Terms and Conditions apply;

‘**Buyer**’ means the party that concludes an Agreement with Vriesekoop or, as the case may be, receives a Quotation from Vriesekoop;

‘**Vriesekoop**’ means the private limited company N. Vriesekoop B.V., Vriesekoop Oudewater B.V. , trading as Vriesekoop Rosmalen., or any other company associated with N. Vriesekoop Beheer B.V. that declares these Standard Terms and Conditions applicable to any agreement.

Article II – General

1. These Standard Terms and Conditions apply to all legal relationships between Vriesekoop and the Buyer, including but not limited to Quotations and Agreements, and to the phase preceding submission of a Quotation or conclusion of an Agreement, except as expressly otherwise agreed by the parties in writing.

Article III – Quotations, conclusion of the Agreement

1. Except as expressly otherwise agreed, all offers shall be without obligation.
2. Vriesekoop shall not be bound by its Quotations or offers if the Buyer should reasonably understand that the Quotations or offers, or any part thereof, contain an obvious mistake or typographical error.
3. An Agreement has been concluded if and when Vriesekoop has received back from the Buyer a duly signed and accepted Quotation and Vriesekoop has confirmed its receipt in writing. If an order is placed with Vriesekoop orally (including by telephone), an Agreement shall not be deemed to have been concluded until Vriesekoop has accepted the order in writing.
4. Vriesekoop shall be free to prove that an Agreement has been established in some other way.
5. Except as expressly otherwise agreed, prices stated in a Quotation are exclusive of additional costs for freight, insurance, unloading, taxes and other charges, levies and duties.
6. Sales prices quoted by Vriesekoop are based on the purchase price of the goods and other cost factors. An increase in any of these cost components within three months of confirmation of the order but prior to delivery of the goods shall give Vriesekoop the right to pass on the increase to the Buyer, provided that the price increase does not exceed 10%. If a price increase occurs three months after confirmation of the order but prior to delivery of the goods, Vriesekoop shall have the right to pass on the price increase to the Buyer in full.

Article IV – Performance of the Agreement and delivery

1. Delivery shall take place by readying the goods for shipment. The Buyer shall be required to take delivery of the goods at the time when they are made available to it. Vriesekoop shall have the right to store the goods at the Buyer’s expense and risk if the Buyer refuses to take delivery of the goods or fails to provide information or instructions necessary for their delivery.
2. The goods shall be at the Buyer’s expense and risk from the time of delivery.
3. All goods, including those sold carriage-paid, shall be shipped at the Buyer’s risk. Commitments entered into with third parties shall not change this and shall be deemed accepted in the Buyer’s interests and at the Buyer’s expense.

Article V – Complaints

1. The Buyer shall be required to inspect or cause to be inspected delivered goods immediately at the time when they are made available to it and to examine whether the goods have been delivered in the agreed quantity and quality. Visible defects must be reported to Vriesekoop by means of a specified written notification within 48 hours of delivery and in any case before the goods are used and/or applied. Invisible defects must be reported to Vriesekoop by means of a specified written notification as soon as they are discovered. The Buyer shall forfeit all rights if it fails to lodge a complaint on time or in the prescribed way.
2. **Complaints shall not entitle the Buyer to suspend payments.**
3. **Goods that are the subject of a complaint shall be left in the condition of shipment until Vriesekoop has investigated the complaint.**
4. **Goods that have been processed shall be deemed to have been approved. The quantities stated on waybills or delivery notes shall be binding if a complaint is not lodged on the day of receipt of the delivered goods.**

Article VI – Retention of title

1. All goods delivered by Vriesekoop under an Agreement shall remain its property until the Buyer has properly fulfilled all its obligations under or pursuant to Agreement(s) concluded with Vriesekoop, including any obligation to pay interest and costs.
2. As long as Vriesekoop retains title under the above provision, the Buyer shall not resell, encumber, process or otherwise dispose of the delivered goods without Vriesekoop’s prior written permission. If Vriesekoop grants such permission, the Buyer shall, at Vriesekoop’s request, cooperate in creating an (undisclosed) pledge on the claims that the Buyer has or will acquire against its customers as a result of the onward delivery of goods.

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3. At all times, the Buyer shall do everything that may reasonably be expected of it to protect Vriesekoop's ownership rights.
4. If third parties seize or seek to establish or enforce rights to goods to which Vriesekoop has retained title, the Buyer shall inform Vriesekoop accordingly forthwith.
5. The Buyer is required to take out and maintain insurance to cover the delivered goods to which Vriesekoop has retained title against loss or damage by fire, explosion, water and theft and shall allow Vriesekoop to inspect the policy in question upon request. Vriesekoop shall be the beneficiary of any insurance payouts. To the extent necessary, the Buyer undertakes to Vriesekoop to provide all reasonable cooperation and assistance with respect to everything that is or proves to be necessary or desirable in this respect.
6. If Vriesekoop wishes to exercise its ownership rights under this Article, the Buyer unconditionally and irrevocably authorizes Vriesekoop and its designated agents in advance to enter any places where property of Vriesekoop is located and to recover such property.

Article VIII – Terms of payment

1. Except as otherwise indicated by Vriesekoop in writing, payment must be made in the manner indicated by Vriesekoop within eight days of the invoice date, in the currency stated in the invoice and without any suspension, deduction, abatement or set-off.
2. If Vriesekoop deems such to be necessary, Vriesekoop may require the Buyer to provide security or to make payment in advance of delivery; alternatively, Vriesekoop has the right to require cash on delivery.
3. The Buyer shall be in default by operation of law if payment is not made on time. In that case the Buyer shall be liable to pay interest from the invoice date at the higher of 1% per month or the statutory interest rate.

Article X – Liability and indemnification

1. Any liability on the part of Vriesekoop for any loss or damage shall be limited to the invoiced value of the order or, as the case may be, to the invoiced value of that part of the order to which the liability relates.
2. Vriesekoop's liability shall in any case be limited to the amount paid out by its insurer on the claim in question.

Article XI - Disputes

1. All legal relationships to which Vriesekoop is party shall be governed exclusively by the laws of the Netherlands, also where commitments are fulfilled fully or partly in a foreign country or where the party involved in the legal relationship has its domicile in a foreign country. The UN Convention on Contracts for

the International Sale of Goods (CISG) is expressly disclaimed.

2. Any disputes arising out of or as a result of the aforesaid legal relationships shall be subject to the exclusive jurisdiction of the courts of The Hague; the same shall apply to requests for preliminary relief. Notwithstanding the foregoing, Vriesekoop and the Buyer may agree to take a dispute to arbitration.

Article XII - Lodgement of and amendments to these Terms and Conditions

1. These Terms and Conditions have been lodged with the Chamber of Commerce in The Hague.
1. The most recently lodged version shall apply in all instances or, as the case may be, the version in force at the time of establishment of the legal relationship with the Buyer.
2. In case of any divergence in interpretation, the Dutch text of the Standard Terms and Conditions shall prevail.
3. This is a **short list** of the Standard Terms of Sale of N. Vriesekoop B.V.; on request we can forward you the full version