

## General Sales Terms and Conditions

Helmond, 1-1-2014, version1.01

### Article 1 Applicability

1.1 These General Terms and Conditions are applicable to all quotations, requests and offers, as well as every agreement to supply goods and / or services (hereafter: "Agreement") of the limited company Dutch Filaments BV, located in Helmond, the Netherlands, as well as companies affiliated to Dutch Filaments B.V., (hereafter jointly referred to as "Dutch Filaments"). Any terms or conditions which deviate from these General Terms and Conditions will only apply if these have been explicitly approved in writing by Dutch Filaments.

1.2 The applicability of general and / or other (purchasing) terms and conditions of the other party to Dutch Filaments, (hereafter referred to as "Buyer"), is explicitly rejected by Dutch Filaments, unless these terms and conditions, or a part thereof, have been accepted explicitly in writing by Dutch Filaments.

1.3 Buyer with whom Dutch Filaments has effectuated an Agreement under these General Terms and Conditions accepts the applicability of these General

Terms and Conditions on all subsequent Agreements.

1.4 Dutch Filaments is entitled to alter these General Terms and Conditions unilaterally. Dutch Filaments will provide Buyer with timely notification of such changes.

1.5 Buyer is only entitled to call on terms which differ from those in these General Terms and Conditions if these differing terms have been explicitly accepted by Dutch Filaments in writing in a separate agreement. Where the separate agreement contradicts these General Terms and Conditions the provisions of the separate agreement or Agreement will prevail above the provisions in the General Terms and Conditions.

1.6 In the case of the invalidity or annulment of one or more of the provisions of the Agreement or of these General Terms and Conditions the other provisions remain in force in their entirety. Dutch Filaments and Buyer will then negotiate a replacement of the invalid or annulled provisions of these General Terms and Conditions, by provisions which as far as possible meet the intention of the invalid or annulled provisions.

### Article 2 Effectuation

2.1 Quotations provided by Dutch Filaments are without obligation and do not oblige Dutch Filaments to supply the goods or services offered to Buyer. Unless otherwise specified in the quotation, this is valid no longer than 14 (fourteen) days.

2.2 Offers or quotations are not automatically applicable to repeat orders.

2.3 An Agreement between Dutch Filaments and Buyer comes into effect after Dutch Filaments has confirmed an order in writing to Buyer or Dutch Filaments has within four weeks of the order having been placed, begun actual implementation of the order. Agreements entered into via agents, sales representatives and / or other persons, only bind Dutch Filaments after these Agreements have been confirmed by Dutch Filaments in writing, or Dutch Filaments has begun the actual implementation thereof.

2.4 Changes related to the Agreement will only come into force if these have been agreed in writing by Dutch Filaments and Buyer.

### Article 3 Delivery, ownership and risk

3.1 Any delivery term given is always an approximation and not an expiration date, unless explicitly agreed in writing. Dutch Filaments will make reasonable efforts to realize the delivery of the goods and/or services on the approximate delivery date given. Dutch Filaments will inform Buyer if, and as soon as it has any indication that the approximate delivery date will not be met. If possible, Dutch Filaments will give an indication of the new delivery date.

3.2 Unless explicitly agreed otherwise in writing the Dutch Filaments warehouses (in Eindhoven) will apply as delivery location.

3.3 Ownership of the goods supplied by Dutch Filaments remains with Dutch Filaments until Buyer has met all subsequent obligations of any Agreement made with Dutch Filaments, being:

- reciprocity for the goods and/or services supplied or to be supplied;
- finally meeting any claims by Dutch Filaments against Buyer as a result of failure on the part of Buyer to meet, either in part or in full, any agreement made with Dutch Filaments.

3.4 The liability and the risk for the goods and/or services to be supplied by Dutch Filaments transfer to Buyer at the moment of delivery of the goods to Buyer.

### Article 4 Obligation to Inform

4.1 At the first request to do so by Dutch Filaments, Buyer is obliged to provide Dutch Filaments with all information relevant to the Agreement, including but not limited to the correct BTW (sales tax) identification number, as well as the name under which Buyer is registered with the relevant tax authority.

### Article 5 Prices

5.1 Unless stated otherwise, the prices used are based on the purchasing prices, wages, wage costs, social and government charges, transport costs, insurance premiums and other costs applicable at the time of the quotation, or the order date respectively. All prices stated are exclusive of any sales tax which may be due.

5.2 In the case of an increase in one or more cost price factors, Dutch Filaments is entitled to increase the order prices accordingly, in due consideration of any statutory applicable requirements, provided however that details of any known future price increase are stated at the time the Agreement is entered into.

### Article 6 Surety

6.1 Dutch Filaments has the right to demand sufficient surety from Buyer with respect to the ability to meet any payment obligation, including requiring Buyer to make advance payments, prior to making delivery or continuing with subsequent deliveries, or meeting any other obligation arising from the Agreement.

6.2 In the case of reasonable doubt on the part of Dutch Filaments regarding Buyer's ability to pay, Dutch Filaments has the right to postpone delivery.

### Article 7 Complaints

7.1 Buyer is obliged to carry out (arrange for) inspection of the goods supplied by Dutch Filaments on delivery, or as soon as possible (no later than within 24 hours after delivery). Buyer must check that what has been supplied is in accordance with the Agreement, namely:

- if the correct goods and/or services have been supplied;
- if the goods and/or services supplied are in accordance with what has been agreed, with respect to quantity (for example, quantity and amount);

- if the goods and/or services supplied meet the agreed quality requirements, or, if these have not been specifically agreed, the requirements which could be expected for normal use and/or normal purposes.

7.2 If defects are discovered, Buyer must inform Dutch Filaments in writing within 8 (eight) working days after delivery of the goods and/or services.

7.3 If the defects or claims stated by Buyer under article 7.2 are acknowledged as founded by Dutch Filaments, at Dutch Filaments' discretion, Dutch Filaments can opt to rectify the defect or to refund the net invoice amount.

7.4 Complaints with respect to invoices should be made by Buyer in writing to Dutch Filaments within 8 (eight) days after the invoice date of the invoices.

7.5 The submission of a claim does not relieve Buyer of its obligations arising from the Agreement with Dutch Filaments.

### Article 8 Guarantee

8.1 Dutch Filaments only guarantees that the goods it has supplied have the characteristics needed for their normal use, as well as the characteristics needed for any special use, where this special use has been explicitly included in the Agreement with Dutch Filaments.

8.2 The guarantee as defined in article 8.1 does not apply if the goods to which the guarantee refers:

- a. are, or have been used other than in accordance with their order or improperly, and/or
- b. user instructions have not been followed, and/or
- c. incompetent repairs have been carried out, and/or
- d. alterations have been made and/or (serial)numbers or seals have been damaged or removed.

8.3 If a guarantee is given by Dutch Filaments, then the term of the guarantee is never longer than the statutory guarantee period.

8.4 If the guarantee given by Dutch Filaments is for goods or services which are situated outside the Netherlands, Dutch Filaments is then only liable for the costs for repair or replacement up to the amount that these costs would have been if this was carried out in the Netherlands.

8.5 If Buyer claims against the guarantee with respect to goods supplied by Dutch Filaments, these can only be returned by Buyer to Dutch Filaments after prior written permission from Dutch Filaments.

8.6 If, in consideration of article 8.5, goods are returned, these must be accompanied by the original invoice given by Dutch Filaments to Buyer, together with a clear description of the complaint.

### Article 9 Liability

9.1 Lack of, late and/or defective delivery as well as the inadequate functioning of the goods and/or services, supplied does not give Buyer the right to damage compensation and/or rescission, where there is a case of force majeure on the part of Dutch Filaments.

9.2 Irrespective of any other rights it may have, Dutch Filaments has the right, should it for reasons beyond its control ("force majeure") be prevented from implementing the Agreement either on time or at all, the right to suspend implementation of the Agreement, or to rescind all or part of the Agreement, at its own discretion, without any obligation to pay damages or other reparations.

9.3 Force majeure on the part of Dutch Filaments includes where, if after entering into the Agreement, Dutch Filaments is prevented from meeting its obligations under this Agreement as a result of: War, threat of war, civil war, civil unrest, risk of war, fire, water damage, flood, strikes, occupation, lock-out, import and export restrictions, government measures, defects in machinery, disruptions to the supply of energy, all of which in the Dutch Filaments organisation or that of third parties from whom the supplier must source the necessary (raw)materials or resources in part or in full, as well as during storage or transportation whether or not under its own control and also all causes not attributable to Dutch Filaments, or circumstances beyond Dutch

Filaments' scope of fault or risk.

9.4 All liability on the part of Dutch Filaments for indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of company productivity, is totally excluded.

9.5 Dutch Filaments' total liability as a result of attributable failings in meeting its obligations under an Agreement with Buyer is limited to paying direct damages to the amount for which Dutch Filaments has taken out Insurance cover, and in any case a maximum of Euro 5,000 (five thousand).

9.6 Dutch Filaments' liability as a result of attributable shortcoming in the fulfillment of its obligations under an Agreement only come into effect if Buyer serves notice of default to Dutch Filaments immediately and in writing, such notice to include a reasonable period in which Dutch Filaments is able to remedy the breach, and Dutch Filaments has failed to remedy this shortcoming in meeting its obligations within this reasonable period. To avoid misunderstandings,

Buyer should include in the notice of default as detailed as possible a description of the breach of Dutch Filaments' obligations.

9.7 Buyer indemnifies Dutch Filaments against all claims from third parties with respect to the goods supplied by Dutch Filaments, with the exception of claims and demands by third parties against Buyer on the grounds of potential older intellectual property rights and/or claims and demands which cannot be excluded with respect to Buyer on the grounds of mandatory legal regulations.

9.8 Dutch Filaments is obliged to indemnify Buyer, in case it has been legally established that the goods and/or services delivered by Dutch Filaments infringe upon the intellectual property rights of a third party, and to compensate Buyer for any direct damages suffered by Buyer or its customers as a consequence thereof. This indemnification is only applicable if Buyer informs Dutch Filaments immediately and in writing of any possible demand (IP claim) by a third party, and Dutch Filaments is given the opportunity to deal with this claim or demand independently. If so, after prior approval from Dutch Filaments, Buyer will follow all instructions and directions given by Dutch Filaments in order to deal with this claim.

#### **Article 10 Rescission**

10.1 Dutch Filaments is entitled, without affecting its full rights to compensation of costs, damages and/or interests, to rescind all or part of the Agreement, without the need to serve notice or legal intervention with immediate effect when:

- a. a bankruptcy request has been served against Buyer or Buyer is declared bankrupt;
- b. Buyer has submitted a request for suspension of payment or such a request has been honored;
- c. a request has been submitted or honored for application of the "Wet Schuldsanering Natuurlijke Personen" (debt restructuring for natural persons);
- d. Buyer dies or is placed under receivership;
- e. Buyer moves to suspension, liquidation or transfer of his business or moves to change the purpose of his business;
- f. A writ of sequestration is served on all or part of the Buyer's property;
- g. Buyer fails to meet any of the obligations under an Agreement or in law;
- h. Buyer fails to make payment of the amount invoiced or a part thereof within the stated term.

#### **Article 11 Termination**

11.1 Dutch Filaments is entitled to terminate a perpetual Agreement via registered mail respecting a notice period of 2 (two) months.

11.2 Dutch Filaments is entitled to terminate a fixed-term Agreement via registered mail respecting a notice period of 1 (one) month.

#### **Article 12 Right to suspend performance**

12.1 If and for as long as Buyer fails to meet any of its obligations arising from its Agreement with Dutch Filaments, or any associated agreement, appropriately or on time, Dutch Filaments has the right to suspend fulfillment of its obligations under an Agreement.

12.2 Buyer is not entitled to suspend fulfillment of its obligations under an Agreement.

#### **Article 13 Payment**

13.1 Unless otherwise agreed, payment by Buyer should be made, either net in cash on delivery, or by means of bank deposit or transfer to a bank or giro account designated by Dutch Filaments, as determined by Dutch Filaments, within 14 (fourteen) days of the invoice date, without the right to any deductions or compensation.

13.2 Dutch Filaments is at all times authorized to make use of its right to set-off.

#### **Article 14 Interest and costs**

14.1 If payment has not been made within the term stated in article 13, Buyer is in breach, and Dutch Filaments is entitled to charge Buyer interest of 2% (two per cent) in addition to the applicable statutory commercial interest, on the amount due.

14.2 All judicial and extra-judicial costs are for the account of Buyer. The extra-judicial debt collection costs are at least 15% (fifteen per cent) in the Netherlands and 20% (twenty per cent) for countries other than the Netherlands of the principal sum owed by Buyer with a minimum of Euro125 (one hundred and twenty five).

#### **Article 15 Cancellation**

15.1 If an order accepted by Dutch Filaments is cancelled by Buyer, Dutch Filaments is entitled, provided that it accepts the cancellation, to charge a fixed compensation for damages of 30% (thirty per cent) of the invoice amount, plus any costs, such as those charged by suppliers to Dutch Filaments.

#### **Article 16 Proof**

16.1 In determining the scope of the payment obligations of Buyer the administrative records of Dutch Filaments are decisive, unless Buyer is able to provide objective evidence to the contrary.

16.2 Between Dutch Filaments and Buyer the quantities, measurements and weights specified on the invoice or consignment note will count as correct, unless Buyer is able to provide objective evidence to the contrary.

#### **Article 17 Applicable jurisdiction and disputes**

17.1 All quotations, transactions, orders and agreements Dutch Filaments enters into with Buyer – unless explicitly agreed otherwise - are exclusively governed by Dutch law.

17.2 All disputes related to and/or arising from these General Terms and Conditions and/or Agreements to which these General Terms and Conditions apply, will generally be judged by the suitably authorized judge in 's-Hertogenbosch (the Netherlands (NL)). Contrary to the above, Dutch Filaments reserves the right to present any possible disputes to the relevant judge in the place where Buyer is legally based.

#### **Article 18 Miscellaneous**

This translation of the "Algemene Verkoop Voorwaarden" is provided for your convenience only. In the case of any discrepancy with the original, the Dutch version will prevail.