



General Terms of Delivery of Melkweg Aarts & van Haaren BV,
with its registered office in Nederweert-Eind.

Registered with the Chamber of Commerce and Industry at Roermond, under no. 12062716

Definitions:

1. MAVH: Melkweg Aarts & van Haaren BV.
2. Other party: the purchasing party, the party that purchases (has the intention to purchase) goods from MAVH.
3. Incoterms: international rules defining the most commonly used terms in international commercial transactions.
4. Agreement: the agreement created between MAVH and the other party as a result of a verbal and/or written confirmation of a quotation by the other party.

1. Applicability

- 1.1 All sales transactions of MAVH will be subject to the following terms.
- 1.2 If MAVH expresses its agreement with the applicability of any departing terms, present terms will for the rest remain in force.
- 1.3 Applicability of terms of the other party is herewith explicitly denied.
- 1.4 Departing and/or supplemental clauses can be invoked by the other party only if and in so far explicitly by MAVH in writing.
- 1.5 The Incoterms valid at the moment of creating the agreement will prevail in the interpretation of the terms of transport and delivery used in quotations and agreements.

2. Conclusion of the agreement

- 2.1 All offers will be free of any obligation.
- 2.2 The agreement will be created after written confirmation by MAVH of the order made on the basis of the quotation.
- 2.3 MAVH will not be bound to any other agreements or commitments that were not accepted in writing.

3. Changes

- 3.1 Changes in the agreement will only be in force if laid down in writing by MAVH .

- 3.2 If changes lead to an increase or a decrease in costs then an ensuing change in the contracted price will need to be contracted in writing between parties.
- 3.3 The absence of agreement on a change in price will create a dispute between parties which will be subject to the article on disputes included in present terms.

4. Delivery

- 4.1 A contracted period of delivery will not be an absolute deadline, unless contracted otherwise. In the event of untimely delivery, therefore, the other party will notify MAVH of default in writing.
- 4.2 Deliveries, in so far made within Europe, will be Delivered Duty Unpaid (carriage paid), unless contracted otherwise. Deliveries, in so far outside Europe, will be Cost an Freight (named port of destination), unless contracted otherwise.
- 4.3 The other party will be obligated to take delivery of the goods at the contracted moment or within the contracted period. In last-mentioned event, MAVH will establish the date of delivery.

5. Price and Payment

- 5.1 Unless contracted otherwise, payment will be made without any discount or offsetting within eight days upon invoice date.
- 5.2 All prices will be exclusive of VAT and any other charges imposed by the authorities.
- 5.3 Payment will be made in the currency used to express the price.
- 5.4 MAVH will be entitled to pass on price increases. If the price increase exceeds 10% then the other party will be entitled to dissolve the agreement.
- 5.5 Failure to pay after expiration of the period stated in the defaulting notice will cause the other party to be in default and to owe a delaying interest of 3% of the invoice amount per month.
- 5.6 Payments made by the other party will consistently serve to settle first all interest and costs payable and then claimable oldest invoices, even if the other party states that the settlement relates to a later invoice.

6. Transfer of Risk and Title

- 6.1 The risk for the goods will transfer to the other party at the moment the contracted delivery of the goods is made or at the moment of factual delivery if this occurs sooner than contracted.

6.2 Subject to the provisions in paragraphs 3 and 4, title to the goods will transfer to the other party when delivery is made.

6.3

6.3.1 MAVH will reserve title to all goods delivered by him to the other party until such time as the other party will have satisfied all his obligations from the created agreement. Reservation of the title will also apply to any claims of the other party with respect to MAVH for non-performance of the other party in one or several of his obligations towards MAVH. All costs associated with returning title will be for account of the other party.

6.3.2 As long as the title to the delivered goods has not transferred to the other party, the latter will not be entitled to pledge the goods or grant any third party any other right thereto, subject to the provisions stated below in 6.3.5.

6.3.3 The other party will be bound to store the goods delivered under reservation of title with due care and as identifiable property of MAVH.

6.3.4 If the other party fails to perform his payment obligations towards MAVH, or gives MAVH due grounds to fear that he will fail to perform these obligations then MAVH will be entitled to repossess the goods delivered under reservation of title. Following repossession, the other party will be credited for the market value, which in no event will exceed the original purchase price, less the costs entailed in the repossession.

6.3.5 The other party will be permitted to sell or transfer the goods delivered under reservation of title to third parties in the context of the regular operations of his business.

6.4 In the event of plausible doubt on the part of MAVH concerning the other party's payment capacity, MAVH will be competent to postpone the delivery of goods until such time as the other party will have pledged security for the payment. The other party will be liable for the damage to be incurred by MAVH as a result of this delayed delivery.

7. Use of Brands and Trade Names

7.1 The other party will not use brands and trade names that are the property of MAVH without the latter's prior written permission.

8. Quality

8.1 The goods will satisfy the relevant quality requirements normally to be imposed.

8.2 Deficiencies will satisfy the relevant quality requirements normally to be imposed.

9. Complaints

- 9.1 Complaints must have been submitted in writing to MAVH within 24 hours upon their ascertainment, but no later than within thirty days after the moment when the risk for the goods transferred to the other party as defined in article 6.1.
- 9.2 In this context the other party will be obligated to make accurate and detailed report of his objections in respect of the delivered goods.
- 9.3 No liability will be accepted for complaints submitted to us after the expiration of abovementioned period, unless the other party can show that he was reasonable unable to submit the complaint within the stated period.
- 9.4 If MAVH delivered goods are in any way handled or altered in nature and/or composition, damaged in whole or in part, packaged or not stored, transported or retained in accordance with the statutory regulations or standards imposed by practice, or if the goods have been sold on to a third party then complaints will not be admissible.
- 9.5 Moreover, no liability will be accepted if the sell-by date has expired.
- 9.6 Return shipping of delivered goods to MAVH, or whatever reason, will occur only after prior written permission of MAVH.
- 9.7 The goods will continue to be for account and risk of the other party.

10. Force Majeure

- 10.1 If either party due to a force majeure situation is prevented from performing its obligations then he will be required to inform the other party forthwith of such situation by registered letter.
- 10.2 During a force majeure situation the delivery and other obligations of MAVH will be suspended. If the period, during which performance of the obligations proves not possible for MAVH due to a force majeure situation, exceeds two months then MAVH will be competent to dissolve the agreement without judicial intervention and without in such an event being liable for damages.
- 10.3 If at the start of the force majeure situation MAVH has already satisfied part of his obligations or is able to satisfy only part of his obligations then he will be entitled to invoice separately the part already delivered or deliverable, and the other party will be bound to settle this invoice as if it were a separate agreement.

11. Dissolution

- 11.1 If the other party fails to satisfy his obligations from the agreement or fails to respond to a one-week default notice then MAVH will be competent to declare the agreement dissolved without requiring judicial intervention. In such an event the other party will be liable for the damage incurred by MAVH. Payment obligations relating to work or deliveries already performed will remain enforceable.

- 11.2 If in the event of the other party's attributable non-performance of its obligations MAVH adopts (extra) judicial measures then the associated costs will be for account of the other party.
- 11.3 Without prejudice to the other party's existing payment obligations, the agreement will be dissolved without judicial intervention and without any default notice being required the moment that the other party is declared bankrupt, files for suspension of payment or, as a result of seizure, receivership or otherwise, loses control over its capital or parts thereof, unless the receiver or administrator acknowledges the obligations ensuing from the agreement as debt of the estate.
- 11.4 In the event as defined in paragraph 3, the other party will be liable for the damage incurred by MAVH.

12. Liability

- 12.1 MAVH will accept liability for damage incurred by the other party resulting from an attributable non-performance of his obligations, if and in so far such liability is covered by his insurance, up to any amount of the pay/out made by the insurer.
- 12.2 If for any reason the insurer fails to pay out then liability will be limited to the invoice amount.
- 12.3 In departure from the provisions in paragraphs 1 and 2, MAVH will accept no liability for damage resulting from exceeding the period of delivery due to altered circumstances and will accept no liability for damage resulting from the other party's deficient cooperation, information or materials.
- 12.4 In the event of a tort on the part of MAVH or his subordinates, MAVH will only be liable for compensation of damage due to death or physical injury. In these cases the liability will be limited to the maximum of the insurance policy.
- 12.5 MAVH will not be liable for violation of patents, licenses or other rights of third parties as a result of using information supplied to him by or on behalf of the other party for the performance of the order.
- 12.6 If a complaint proves well founded then MAVH will be bound, such at the discretion of MAVH, to replace the goods free of charge by similar goods or to release the other party in whole or in part from the obligation to pay the invoice value of the goods.
- 12.7 In the instances stated in paragraph 6, the other party will not be competent to dissolve the agreement or any longer suspend the performance of his obligations towards MAVH.
- 12.8 The other party will hold harmless MAVH against claims by third parties, unless the other party shows that these are the direct result of actions or omissions on the part of MAVH.



13. Disputes

- 13.1 All agreements and ensuing obligations will be subject exclusively to the laws of The Netherlands.
- 13.2 Disputes that cannot be resolved in mutual consultation will be exclusively brought before the competent court in Roermond, the Netherlands.