

General Terms of Delivery of Melkweg Aarts & van Haaren BV, with its registered office in Heusden (municipality Asten), the Netherlands. Registered with the Dutch Chamber of Commerce and Industry at Roermond, under no. 12062716.

Article 1. Definitions

- 1.1 **Agreement:** any agreement created between MAVH and the Other Party as a result of: a written confirmation by MAVH, typically, on the acceptance of a quotation by the Other Party.
- 1.2 **Incoterms:** international rules defining the most commonly used terms in international commercial transactions as formulated by the International Chamber of Commerce (ICC).
- 1.3 **MAVH:** Melkweg Aarts & van Haaren B.V., a company with limited liability incorporated in the Netherlands.
- 1.4 **Other Party:** the purchasing party, the party that purchases (has the intention to purchase) goods from MAVH.
- 1.5 **Parties:** the Other Party and MAVH.
- 1.6 **Terms:** these terms and conditions.

Article 2. Applicability

- 2.1 All Agreements, (sales) transactions and dealings with MAVH will be subject to these terms and conditions.
- 2.2 If MAVH explicitly agrees in writing with the applicability of any departing terms, present terms will for the remainder remain in force.
- 2.3 Applicability of terms of the Other Party is herewith explicitly denied, unless explicitly agreed otherwise in writing.
- 2.4 Departing and/or supplemental clauses can be invoked by the Other Party only if and in so far explicitly confirmed by MAVH in writing.
- 2.5 The Incoterms valid at the moment of creating an Agreement will prevail in the interpretation of the terms of transport and delivery used in quotations and Agreements.

Article 3. Conclusion of the Agreement

- 3.1 All offers, i.e. quotations, will be free of any obligation.
- 3.2 An order issued by the Other Party can be based on a quotation by MAVH or can be issued without receipt of an initial quotation. An Agreement will be created after written confirmation by MAVH on an order issued by the Other Party.
- 3.3 MAVH will not be bound to any Agreement or commitment that was not accepted in writing.

Article 4. Changes

- 4.1 Changes in an Agreement will only come in force if laid down in writing by MAVH or in case they have been explicitly accepted in writing by MAVH.
- 4.2 If changes lead to an increase or a decrease in costs then an ensuing change in the contracted price will need to be confirmed in writing between Parties.
- 4.3 In cases where a change in costs creates a dispute between the parties this will be subject dispute resolution as stipulated in these Terms.

Article 5. Delivery

- 5.1 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. Failure to perform by a shipping agency hired by MAVH, that could not be reasonably foreseen by MAVH, shall be considered force majeure.
- 5.2 Deliveries will be Ex Works (EXW) in accordance with the Incoterms, unless contracted otherwise.
- 5.3 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. In case goods are not picked up (EXW) at the agreed moment MAVH may charge storage costs of non-delivered goods (in derogation of any Agreement). Furthermore, in case the non-delivery of goods results in damages for MAVH, such damages may be charged to the Other Party.

Article 6. Price and Payment

- 6.1 Orders are paid in advance, unless agreed otherwise. In case it is agreed that payment may be made after delivery, it will be made without any discount or offsetting within eight days upon the invoice date, unless explicitly agreed otherwise in writing.
- 6.2 All prices will be exclusive of VAT and any other charges imposed by the authorities.
- 6.3 Payment will be made in the currency used to express the price.
- 6.4 For orders consisting of multiple deliveries with a timespan of one (1) month or more MAVH will be entitled to pass on price increases, unless explicitly agreed otherwise in writing. Parties will be allowed to renegotiate the terms of an Agreement in case MAVH wishes to unilaterally pass on price increases.
- 6.5 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 three per cent (3%) of the invoice amount per month.
- 6.6 If, even after expiry of a final notice of payment issued by MAVH, the Other Party has not paid in full, it must compensate MAVH for any and all judicial and extrajudicial costs with a minimum of fifteen per cent (15%) of the remaining unpaid amount of the invoice.
- 6.7 Payments made by the Other Party will consistently serve to settle first all interest and costs payable and subsequently claimable invoices (where the oldest invoice shall be considered paid first), even if the Other Party states that the settlement relates to a later invoice.

Article 7. Transfer of Risk and Title

- 7.1 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 earlier.
- 7.2 Subject to the provisions in paragraphs 3 and 4, title to the goods will transfer to the Other Party when delivery is made.
- 7.3 Retention of title:
- (a) 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 resulting from the 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.
 - (b) 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 under sub (e).
 - (c) The Other Party will be bound to store the goods delivered under reservation of title with due care and as identifiable property of MAVH (subject to the exceptions mentioned under (e)).
 - (d) 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.
 - (e) 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. However, by way of security, the Other Party assigns to MAVH his claims under such resale, along with any ancillary rights associated therewith, without any further declaration being required in this regard until payment is made and received by MAVH. Aforementioned assignment shall only be valid for the amount of the price invoiced by MAVH for the delivered goods.
- 7.4 In the event of reasonable doubt on the part of MAVH concerning the Other Party's willingness or capacity to provide payment, MAVH may 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.

Article 8. Use of Brands and Trade Names

- 8.1 The Other Party will not use brands and trade names that are the property of MAVH without the latter's prior written permission.

Article 9. Quality

- 9.1 The goods will satisfy the relevant quality requirements that can normally be expected, where the product specifications (spec sheet) can typically be considered as minimal requirements for the product, unless explicitly agreed otherwise in writing.
- 9.2 Deficiencies to part of the delivered consignment will not give the Other Party the right to refuse the entire consignment.

Article 10. Complaints

- 10.1 Complaints, both concerning *inter alia* quality and quantity of the goods delivered, must be submitted in writing to MAVH within twenty-four (24) hours upon their ascertainment, but no later than fifteen (15) days after delivery for the goods to the Other Party as defined in article 5, or the contracted moment of delivery (whichever is earlier). No liability will be accepted for complaints submitted to MAVH after the expiration of the fifteen (15) day period.
- 10.2 In this context the Other Party will be obligated to make accurate and detailed report of his objections in respect of the delivered goods and deliver such report within two (2) days after the objections came to be.
- 10.3 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.
- 10.4 No complaints nor liability will be accepted if the sell-by date has expired.
- 10.5 Return shipping of delivered goods to MAVH, for whatever reason, will occur only after prior written permission of MAVH.
- 10.6 If valid complaints have been lodged in a timely, correct and well-founded manner, MAVH may opt to replace the products, or to give a discount on the price, thereby releasing MAVH from its obligations and any further liability. In such a case, the Other Party will not be competent to dissolve the Agreement nor suspend the performance of his obligations towards MAVH, unless the law allows suspension or termination of the Agreement.

Article 11. Force Majeure

- 11.1 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 in writing (e-mail).
- 11.2 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 in that case without being held liable for damages.
- 11.3 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 this part, and the Other Party will be bound to settle this invoice as if it were a separate Agreement.
- 11.4 For the purposes of this article, "Force majeure" means in relation to MAVH, any circumstances beyond the reasonable control of that party within the bounds of Dutch law (including, without limitation a complete or partial disturbance of a party's business or that of the suppliers, and changing government regulations or orders of any governmental authority).

Article 12. Dissolution

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 In the event as defined in paragraph 3, the Other Party will be liable for the damage incurred by MAVH.

Article 13. Liability

- 13.1 MAVH will only accept liability for direct 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.
- 13.2 If for any reason the insurer fails to pay out then liability will be limited to the invoice amount.
- 13.3 Notwithstanding, 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.
- 13.4 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 insured amount for a single incident.
- 13.5 The other party will hold MAVH harmless and indemnify its damages in case MAVH is held 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.
- 13.6 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

Article 14. Good faith and fair dealing

- 14.1 In carrying out their obligations under any Agreement, Parties will act in accordance with good faith and fair dealing.
- 14.2 The provisions of Agreement, as well as any statements made by the Parties in connection with this relationship, shall be interpreted in good faith.

Article 15. Disputes

- 15.1 Any Agreement between Parties and ensuing obligations will be subject exclusively to the laws of The Netherlands, unless explicitly agreed otherwise in writing.
- 15.2 Disputes that cannot be resolved in mutual consultation will be exclusively brought before the competent court in Roermond, the Netherlands.



Article 16. Confidentiality

- 16.1 Confidential information is information that has been supplied to the Other Party with an indication that it is confidential, or of which the Other Party should reasonably understand that it is of a confidential nature, provided such information is not in the public domain.
- 16.2 Each Party agrees not to disclose to third parties any confidential information disclosed to him by the other Party in the context of the Agreement.