

GENERAL TERMS AND CONDITIONS OF DELIVERY FORZA

Having its registered office at De Nieuwe Erven 12, 5431 in Cuijk
Registered with the Chamber of Commerce under number 56098308

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Article 1. Definitions

In these general terms and conditions the following terms are capitalised and used in the following meaning, unless expressly indicated otherwise:

1. **Offer / Tender:** proposal by Seller to Buyer to conclude a Contract, for example in an Offer or price list.
2. **Buyer:** the natural person or legal entity who purchases goods from Seller and who is the other party to the agreement with Seller within the meaning of Book 6 Section 231 under c. of the Dutch Civil Code (BW).
3. **Order:** the placement of an order to deliver goods by Buyer with Seller.
4. **Contract:** the agreement between Seller and Buyer on the basis of which Seller delivers goods to Buyer in exchange for payment.
5. **Parties:** Seller and Buyer jointly.
6. **In writing:** In these General Terms and Conditions, "In Writing" also includes communication by e-mail, fax or digital means (for example via an online interface) provided the identity of the sender and integrity of the contents are sufficiently established.
7. **Seller:** the commercial partnership Forza V.O.F., supplier of the goods, other party to the Contract with Buyer and user of these General Terms and Conditions within the meaning of Book 6 Section 231 under b. of the Dutch Civil Code (BW).

Article 2. Applicability

1. The present general terms and conditions are applicable to any and all proposals, agreements and deliveries of Seller, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
2. Any general terms and conditions of the Buyer, by any name whatsoever, are expressly rejected. Deviations from and additions to these terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Seller in writing.
3. Should Seller have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms

and conditions as yet. The Buyer cannot derive any rights from the manner in which Seller applies the present terms and conditions.

4. The present terms and conditions are equally applicable to all agreements concluded with Seller for the implementation of which third Parties must be relied on.
5. Should one or more provisions of the present terms and conditions or of any other Agreement concluded with Seller be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Seller.
6. The Buyer with whom the present terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to an Agreement concluded with Seller at a later date.
7. In case of a discrepancy between the content of an Agreement concluded by and between the Buyer and Seller and the present terms and conditions the content of the Agreement shall prevail.

Article 3. Proposals and offers

1. Any and all proposals and offers of Seller are revocable and are made subject to Contract, unless indicated otherwise in writing.
2. A complex quotation shall not oblige Seller to deliver a part of the goods included in the proposal or the performance of a part of the activities at a corresponding part of the price quoted.
3. The content of the delivery shall exclusively be determined by the description of the delivery and/or Contract specified in the proposal. If the acceptance deviates (on subordinate points) from the proposal included in the Offer then Seller shall not be bound by the same. The Agreement shall in that case not be concluded in accordance with said deviating acceptance, unless Seller indicates otherwise.
4. Clear errors or clerical errors in the proposal of Seller shall not bind Seller.
5. The prices in the proposals and offers of Seller shall be exclusive of VAT and other official duties, unless expressly indicated otherwise.
6. Seller shall be at liberty to adjust its prices at any desired time. Proposals and offers shall thus not automatically be applicable to repeat orders.

Article 4. Conclusion of the Agreement

Barring the provisions set forth below an Agreement with Seller shall only be concluded after Seller has accepted respectively confirmed an Order in writing. The Order confirmation is deemed to correctly and completely represent the Agreement, unless the Buyer immediately objects to the same in writing. Any additional agreements or changes that are made at a later stage only come into effect when Seller has confirmed these in writing.

Article 5. Delivery and delivery times

1. Unless otherwise agreed, delivery shall take place at the delivery address specified by the Buyer. Unless Parties expressly agree otherwise, any costs for transport and declaration of the goods and all related costs such as packaging, insurance, etc. shall be for the account of the Buyer.
2. Carriage of the goods shall be at the Buyer's risk, regardless of whether the manner of transport has been determined by the Buyer or Seller and regardless of who bears the costs of transport, unless otherwise agreed in writing.
3. If Seller has indicated a time for the delivery or the implementation of the Agreement then this shall only be approximate. A specified delivery time can therefore never be qualified as a fatal deadline. In the event that a delivery date is exceeded, the Buyer should, therefore, give Seller written notice of default. Seller must then be granted a reasonable time limit to implement the Agreement as yet.
4. If and to the extent that this is, at the discretion of Seller, required for a proper implementation of the Agreement, Seller shall be entitled to rely on third Parties for the performance of certain activities.
5. The Buyer shall see to it that all data of which Seller indicates that they are required or of which the Buyer should within reason understand that they are required for the implementation of the Agreement, are supplied to Seller in a timely fashion. If the data required for the implementation of the Agreement have not been supplied to Seller in a timely fashion then Seller shall be entitled to suspend the implementation of the Agreement and/or to charge the additional costs deriving from the delay to the Buyer in accordance with the usual rates.
6. Seller shall be allowed to deliver goods sold in consignments. If the goods are delivered in consignments, Seller shall be authorised to invoice each consignment separately and to require payment in accordance with the applicable payment terms.

7. The Buyer shall be obliged to take receipt of the purchased goods at the moment that the same are made available to it or are offered for receipt to the Buyer.
8. Should it not be possible to deliver the goods to the Buyer on account of a reason that can be attributed to the Buyer, then Seller reserves the right to store (have stored) said goods at the expense and risk of the Buyer. After storage a period of 30 days applies within which the Buyer shall enable Seller to deliver the goods as yet. All unless Seller has expressly imposed a different period in writing.
9. If the Buyer also fails to comply with its obligations after the expiry of the time limit as intended in the previous paragraph of this article the Buyer shall by operation of law be in default and Seller shall be entitled to dissolve the Agreement, either in whole or in part, in writing and with immediate effect, without any prior or further notice of default and without any judicial intervention being required and without being liable to pay compensation for damage, costs or interest. As the occasion arises Seller shall be authorised to sell the goods to third Parties or to use the same for the implementation of other agreements and also to destroy the documents already prepared. The foregoing shall not affect the obligation of the Buyer to pay the agreed, stipulated and/or payable price as well as a possible surcharge and/or other costs.

Article 6. Inspection and complaints

1. The Buyer must inspect the goods delivered immediately after delivery for any deviations with what has been agreed. Any complaints relating to the goods delivered have to be filed ultimately within 7 days after delivery, in writing, and should together with the packing slip be submitted to Seller. After the expiry of the said period, the goods delivered shall be considered as having been irrevocably and unconditionally accepted by the Buyer. The Buyer has to hold the defective goods available for Seller. The submission of a complaint shall not suspend the Buyer's payment obligation in respect of the goods in question.
2. Complaints shall be valid only to the extent that the packaging of the goods still is in its original and undamaged condition. Should it upon arrival be visible from the outside that the goods are damaged, the Buyer has to make a reservation in writing in this regard against the carrier by means of a note on the proof of delivery, and it should, in derogation from the provisions of paragraph 1 of this article, inform Seller hereof within 24 hours after receipt.
3. The defective goods can only be returned after prior consultation with one of the salespeople of Seller.
4. If goods have been assembled or processed by the Buyer, it shall no longer be allowed to lodge a complaint, irrespective of the ground, including in case of incorrect delivery, even though it is made within the prescribed period; in these cases Seller shall not be obliged to compensate in any manner whatsoever.
5. Complaints in respect of goods collected that contain defects, should be made forthwith at the time of delivery.
6. If goods delivered under manufacturer's or importer's warranty are returned for the assessment of the warranty by the manufacturer or importer, the costs that may in that connection be incurred by Seller shall be charged to the Buyer.

Article 7. Price changes

1. If after the conclusion of the Agreement, however prior to the delivery, one or more of the cost factors undergo a change then Seller shall be entitled to adjust the stipulated price accordingly. Seller shall in any case be authorised to charge additional costs if there is question of cost increasing circumstances which Seller did within reason not have to take into account, which cannot be blamed on Seller or which are considerable compared to the price of the delivery.
2. Moreover, the following are passed on to the Buyer in full, to the extent that these changes take place after the date of the Offer:
 - a. taxes, import duties, duties, wages, terms and conditions of employment, social insurance contributions or other levies imposed or changed by the Dutch government (also including the European government) and/or trade unions;
 - b. changes in the wages, terms and conditions of employment, Collective Labour Agreements, VAT or social insurances and the like implemented by the government or trade unions and/or changes in the prices of suppliers;
 - c. price increases resulting from exchange rates, wages, raw materials, semi-manufactured products, packaging material, etc.
3. If Seller is of the opinion that cost increasing circumstances have occurred then it must as soon as possible inform the Buyer accordingly adequately and in writing.
4. If Seller increases the price by more than 10% of the original invoice amount within 3 months after the conclusion of the Agreement then the Buyer shall be authorised to dissolve the Agreement with Seller without charge, unless Seller indicates to be willing to implement the Agreement at the original price as yet. If the Buyer intends to dissolve the Agreement with Seller in case of a price increase then the Buyer must inform Seller of said intention to dissolve the Agreement within 14 days after the notification of the price increase by means of a registered letter.

Article 8. Invoicing and payment

1. Seller shall be authorised to desire an advance from the Buyer at the conclusion of the Agreement. Advances must be paid immediately and shall be deducted from the (last) invoice.
2. The payment of invoices must take place within 10 days after the date of the invoice, in a manner to be indicated by Seller in the currency of the invoice, unless another term has been explicitly agreed upon.
3. After the expiry of the stipulated payment term the Buyer shall be in default by operation of law without any further notice of default being required.
4. As from the moment of default the Buyer shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Seller incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Buyer. In that case the Buyer shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 150.00. Should the costs actually incurred and to be incurred by Seller exceed the aforementioned amount then these costs shall equally qualify for compensation.
5. If the Buyer does not comply with its payment obligations in a timely fashion then Seller shall be authorised to suspend the obligations entered into vis-à-vis the Buyer regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same. The same already applies prior to the moment of default if Seller may within reason assume that there are reasons to doubt the creditworthiness of the Buyer.
6. In case of liquidation, insolvency, debt management or suspension of payment of the Buyer or a relevant application or petition the claims of Seller and the obligations of the Buyer vis-à-vis Seller shall immediately fall due.
7. If the Buyer has, on any account whatsoever, one or more counterclaims vis-à-vis Seller then the Buyer waives its setoff right. Said waiver of the setoff right is also applicable if the Buyer applies for (provisional) suspension of payment or is declared insolvent.

Article 9. Reservation of title

1. Any and all goods delivered or to be delivered by Seller shall remain the property of Seller up to the moment that the Buyer has complied in full with all its payment obligations vis-à-vis Seller on account of any Agreement concluded with Seller for the delivery of goods and/or the performance of activities and/or the supply of services, including claims in connection with a failure to comply with this kind of Agreement.
2. A Buyer who acts as a reseller shall only be authorised to sell and deliver the goods that are subject to the reservation of title of Seller to the extent that this falls within the framework of the normal business operations of its company.
3. If the Buyer(also) forms a new good from the goods delivered by Seller then the Buyer shall only form this good for Seller and the Buyer shall hold the newly formed good for Seller until the Buyer has paid any and all amounts payable on account of the Agreement; up to the moment of satisfaction in full by the Buyer Seller shall in that case be entitled to any and all ownership rights with regard to the newly formed good.
4. The Buyer shall not be allowed to establish limited rights on goods that are subject to the reservation of title of Seller. If third Parties (wish to) establish (limited) rights on the goods subject to the reservation of title then the Buyer shall forthwith inform Seller accordingly.
5. Seller hereby already reserves an undisclosed pledge on delivered goods of which the title has transferred to the Buyer due to payment and which are still in possession of Seller, by way of additional security for claims, other than within the meaning of article 3:92 paragraph 2 of the Dutch Civil Code, which Seller may still have vis-à-vis the Buyer on any account whatsoever.
6. The Buyer is obliged to keep (have kept) the delivered goods subject to the reservation of title separate from other goods, with the required diligence and recognisable as property of Seller.
7. The Buyer is obliged to insure the goods against fire, explosion and water damage as also against theft during the period of the reservation of title and to on demand provide Seller insight into the policies of said insurances. Any and all claims of the Buyer vis-à-vis insurers of the goods on account of the aforementioned insurances shall, if so desired by Seller, be pledged to Seller in an undisclosed manner by way of additional security for the claims of Seller vis-à-vis the Buyer.

Article 10. Suspension and dissolution

1. If the Buyer or Seller fails to comply with its obligations under the Agreement then the other party shall, without prejudice to the relevant provisions set forth in the Agreement, be entitled to dissolve the Agreement out of court by means of a

- registered letter. The dissolution shall only take place after the defaulting party has been given written notice of default and has been offered a reasonable time limit to remedy the shortcoming.
2. The one party shall, without any demand or notice of default being required, moreover be authorised to dissolve the Agreement, either in whole or in part, out of court by means of a registered letter and with immediate effect if:
 - a. the other party applies for (provisional) suspension of payment or if the this party is granted (provisional) suspension of payment;
 - b. the other party files a winding-up petition or is declared insolvent;
 - c. the company of the other party is liquidated;
 - d. an important part of the company of the other party is taken over;
 - e. the other party discontinues its current company;
 - f. an attachment is, through no fault of this party, imposed on a considerable part of the assets of the other party or if the other party should otherwise no longer be deemed able to comply with the obligations on account of the Agreement.
 3. If the Buyer has already received performances for the implementation of the Agreement at the time of dissolution then the Buyer can only partly dissolve the Agreement and such exclusively for the part that has not been implemented yet by or on behalf of Seller.
 4. Amounts that have been invoiced by Seller to the Buyer prior to the dissolution in connection with that which Seller has already performed for the implementation of the Agreement shall remain payable by the Buyer to Seller and shall immediately fall due at the time of dissolution.
 5. If the Buyer, after having been given notice of default in connection therewith, fails to comply, fails to comply in full or fails to comply in time with any obligation on account of the Agreement, Seller shall be entitled to suspend its obligations vis-à-vis the Buyer without being liable to pay any compensation to the Buyer in that respect. Seller shall also be entitled to this in the circumstances as intended in paragraph 2 of this article.

Article 11. Warranties

1. Seller will provide the warranty on the goods for a period of 2 years after receipt of the product by the Buyer.
2. Drawings, technical descriptions, specimens, samples, images, colours, sizes and indications of materials used shall be stated by Seller in good faith and as precise as possible. However, these informative data shall not be binding. Deviations in respect of goods delivered occurring within the margins that are customary in the industry must be accepted and shall not give the Buyer a right to complain, replacement, compensation of damage or any other right, unless the Agreement expressly provides for a smaller margin in respect of deviations.
3. The warranty for other products will apply only to the Buyer and not to successive assignees.
4. The warranty for goods relates to the repair of defects not detectable by the Buyer at the time of the purchase as well as to the repair of defects that occurred during the warranty period during normal use. The costs of repair shall be payable in full by the Seller.
5. The warranty does not cover accessories delivered separately in addition and defects resulting from a wilful act or omission, incorrect use (which also means overloading), negligent maintenance, incorrect installation or repairs not made by Seller or with the latter's permission. Nor shall a claim under warranties exist in case of damage occurring as a result of external contingencies (for example collisions, hail and storm damage).
6. Furthermore, the warranty shall not cover defects that occurred outside the European Union, unless the Buyer demonstrates that the aforementioned defects were not caused by circumstances there that differ from those in the European Union (inferior roads etc.).
7. The Buyer must contact the Seller for implementation of the warranty, unless the need for immediate repair has occurred elsewhere and the Buyer could not reasonably have been required to contact Seller in advance. The Buyer must demonstrate this on the basis of information provided by the repairer and/or on the basis of broken parts.
8. Repairs must be carried out by the Seller or a third party to be designated by the Seller. The costs of repair carried out elsewhere will be reimbursed at no more than the price level applicable at the Seller's company.
9. Repair or replacement of goods will take place at the Seller's company, unless explicitly agreed otherwise. All costs involved in sending the goods to Seller for repair under warranty shall be at the Buyer's expense and risk. If the Parties agree that repair will be carried out in a different place, all travel and accommodation expenses that the Seller incurs in that context shall be payable by the Buyer.
10. The warranty shall not extend to the compensation of damage and/or losses of the Buyer or third Parties or to the compensation of other costs of the Buyer or of a third party in relation to persons and goods, other than the product itself.

Article 12. Liability

1. If Seller is liable to the Buyer for damage, said liability shall be limited to direct damages and to the actual compensation paid by the insurer of Seller in that specific case. If the insurer, for whatever reason, does not pay compensation, the liability of Seller will be limited to compensation of direct damages and at most to two times the purchase amount of the goods in question, or that part of the Agreement to which the liability relates. Direct damage is exclusively understood as:
 - a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions;
 - b. the possible reasonable costs incurred in order to have the defective performance of Seller comply with the Agreement, unless they cannot be attributed to Seller;
 - c. reasonable costs incurred in order to prevent or limit damage, to the extent that the Buyer demonstrates that these costs resulted in limitation of the direct damage within the meaning of these general terms and conditions.
2. Seller shall never be liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, losses due to business interruptions and damage resulting from penalties imposed due to non-observance of delivery (completion) times.
3. Seller shall not be liable for damage, of any nature or any form whatsoever, in case it has departed from incorrect and/or incomplete data supplied by the Buyer.
4. The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Seller.

Article 13. Force majeure

1. The Parties shall not be obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be blamed on negligence and must neither be at their expense by law, a legal act or generally accepted practice.
2. Under these general terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, on which Seller cannot exert influence, but which prevent Seller from fulfilling its obligations. This shall also include strikes in the company of Seller or the manufacturer or supplier.
3. Seller shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after Seller should have already complied with its commitment.
4. During the period that the force majeure continues the Parties can suspend the obligations on account of the Agreement. If this period lasts longer than 30 days then each party shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damage.
5. To the extent that Seller has already partly complied or shall comply with its obligations on account of the Agreement at the time of the occurrence of force majeure and independent value can be attributed to the part complied with or to be complied with respectively, then Seller shall be entitled to separately invoice the part already complied with or the part to be complied with respectively. The Buyer shall be obliged to pay this invoice as if it were a separate Agreement.

Article 14. Indemnity

The Buyer shall indemnify Seller against possible claims of third Parties who incur damage in connection with the implementation of the Agreement or the use of the goods and of which the cause can be blamed on others than Seller. In the event that Seller should be challenged by a third party in this respect, then the Buyer shall be obliged to assist Seller both in and out of court and to immediately do all that may be expected of it in such a case. If the Buyer fails to take adequate measures then Seller shall, without notice of default, be entitled to proceed accordingly. All costs and damage on the part of Seller and third Parties arisen as a result thereof, shall be fully for the risk and expense of the Buyer.

Article 15. Applicable law and choice of forum

1. All agreements concluded and to be concluded by Seller shall be governed by Dutch law.
2. All disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, in accordance with the following provisions:
 - a. The arbitral tribunal shall be composed of one arbitrator;
 - b. The place of arbitration shall be Nijmegen (Netherlands);

- c. The proceedings shall be conducted in the Dutch language.

Article 16. Change and interpretation of the terms and conditions

1. In case of an interpretation of the content and meaning of these general terms and conditions as well as in the case of conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text shall prevail each time.
2. The most-recently filed version and/or the version as applicable at the time of conclusion of the Agreement shall always apply.