

GENERAL SALES AND DELIVERY CONDITIONS AXXOR

of Axxor B.V. in Zwolle, a private company with limited liability, registered at the Chamber of Commerce and Factories in Zwolle, the Netherlands.

Article 1 Definitions

Under these conditions it is understood by:

- a. **Customer:** the private individual or legal entity who has given an order of sale and/or delivery of goods or for performance of operations and/or services to the supplier;
- b. **Supplier:** the legal entity, hereinafter to be called 'Axxor', which has accepted the order mentioned under a or which has made a preceding proposal or offer for a possible order.

Article 2 General

1. These conditions are applicable to all legal transactions performed by or in the name of Axxor.
2. General conditions by customer are expressly rejected.
3. All verbal agreements made between the parties, or promises given by Axxor will be confirmed in writing and are binding after this written confirmation.
4. In case one or more of the stipulations are invalid, is either legally rescinded or otherwise (seem) to have no effect, the other stipulations of these conditions remain binding.

Article 3 Offers

1. All offers, proposals and quotations by Axxor are free of obligation, unless otherwise expressly agreed upon.
2. The agreement only comes into being when and at the moment that Axxor accepts a (call)order/order in writing or has actually proceeded to the execution of the order - also when this order has been received by Axxor from commercial agents, commercial travellers and/or other intermediaries - or when and at the moment that customer has accepted in writing and without any reservation a proposal from Axxor and compliance has been reached on all the parts of the agreement.
3. If customer provides further data, drawings, measurements, weights etc. within the framework of the agreement to be closed, Axxor assumes these are accurate and the proposal, the offer or the agreement will be rendered respectively closed based on this information.
4. Axxor accords the greatest attention to pictures, drawings, measurements, weight specifications, or any other stipulations, however, is not bound to these when inaccuracy is determined.

Article 4 Prices

1. None of the prices quoted include value added tax (VAT).
2. The price that Axxor has quoted for the services to be performed, is only valid for the service in accordance with the offer made by Axxor.
3. Should the service lie beneath the minimum order size stipulated and made known by Axxor, customer is obligated to settle administration and transport costs on this service to be performed by Axxor.
4. Axxor is authorised to change the agreed price unilaterally should one or more of the following circumstances occur after tendering the offer and/or closing the agreement: change(s) in freight and/or customs tariffs, in the costs of raw materials, semi-manufactured products or services/goods that are necessary for the execution of the agreement, changes in enforced costs and/or taxes by the government or, in general, change(s) that are comparable to the foregoing.
5. Axxor is authorised to raise the price of goods/services to be delivered by it also when the parties have already closed an agreement. In that case, however, customer has the right to proceed to the cancellation of the (call)order and/or agreement within 14 days after the price increase has been made known to the customer. Notwithstanding, the parties are bound to the agreement if Axxor, thereupon, lets it be known that the service to be performed by it will, nevertheless, be carried out against the price first agreed upon.
6. Should the exchange rate of the euro vary by more than 2.5% with regard to the currency of the country where customer has its headquarters or customer's respective branch is located, between the moment when the agreement was reached and the date when Axxor invoices, Axxor is authorised to raise the price of the service to be rendered by the percentage that exceeds the aforementioned 2.5%.

Article 5 Intellectual Property

1. Unless otherwise agreed upon, Axxor retains all copyrights, drawing and model rights and otherwise all possible intellectual titles to ownership with regards to designs, drawings, models, samples, programs provided by it in the framework of negotiations and/or agreements reached, as well as all information that (could be) are the subject of titles to intellectual ownership of whatever nature.
2. The rights intended under paragraph 1 remain in the hands of Axxor. The information connected to these rights may never be scanned, copied and/or in whatever way reproduced, circulated nor sold to third parties against payment nor given for use without the express consent of Axxor, nor may this information be used by customer for other goals - in the broadest sense of the word - than to which Axxor has provided this information for customer.
3. Should the injunctions or prohibitions mentioned in paragraph 2 of this article be violated, customer is obligated to settle a claimable fine of € 30,000.00 to Axxor without proof of default and/or judicial intervention, undiminished Axxor's right to claim further losses it may have sustained.

4. The information intended under paragraph 1 of this article must be returned by the customer at the first request of Axxor and within the time limit dictated. Should customer let this deadline elapse without making use of it, it is obligated to settle a claimable fine of € 1,000.⁰⁰, undiminished Axxor's right to claim further losses, without proof of default and/or judicial intervention for each (part of) day that the omission persists.

Article 6 Delivery and delivery periods/transfer of risk

1. Delivery periods provided by Axxor may never be considered as final periods, unless expressly agreed upon in writing. The delivery periods indicated by Axxor are established under the assumption that no obstacles exist which would not allow or make timely delivery impossible. Axxor is only in default when exceeding the delivery periods if customer declares it liable in writing, whereupon it is offered a reasonable period of time to, nevertheless, observe the agreement.
2. Delivery always takes place free on delivery, to domicile, without the delivered goods being unloaded, or should the customer so wish, in another way in which case all costs will be charged separately. From the moment of delivery, the risk of the delivered goods is transferred to customer, until that moment they are insured by or in the name of Axxor.
3. In case customer picks up the goods to be delivered himself, no claim can be made to Axxor for compensation and the goods are considered delivered from the moment they are offered to the customer at which time the risk of the goods is also transferred.
4. In all other cases of delivery, except those mentioned in paragraphs 2 and 3 of this article, the risk of the goods to be delivered is transferred to customer from the moment they are placed at the disposal of the carrier by or in the name of Axxor, which is also the moment when they are presumed to be delivered.
5. Customer can never claim damages for delivery periods that are exceeded, when the cause for this cannot be attributed to Axxor.
6. Should customer for whatever reason, not pick up or receive the goods to be delivered on the agreed delivery date, the goods will be kept at the disposal of customer for a reasonable period of time at the expense of and the risk of customer. In such cases Axxor has the right to charge storage and insurance costs.
7. The delivery time indicated by Axxor is in force from the moment agreement has been reached between the parties about all parts of the agreement, all information/drawings requested by Axxor have been provided by customer, the agreed (advance) payment has been made and all other necessary conditions set by Axxor for the execution of the agreement have been met.
8. Axxor departs from the then known circumstances when settling the delivery date. Should these circumstances, of whatever nature, change, the delivery time will never be shortened and in the occurring cases lengthened by a period necessary under the changed circumstances to accomplish delivery of the service agreed upon.
9. Should, in a situation as described under paragraph 8 of this article, the planning of Axxor not permit an immediate completion due to delayed delivery under changed circumstances, Axxor has the express right to defer completion until the planning allows an immediate transaction.
10. Should the goods and/or raw materials, intended for the manufacture of the goods bought, purchased by customer, be stored upon the request of Axxor, or in a situation such as described under paragraph 6 of this article, the risk of these goods is transferred at that moment to customer in accordance with the wishes of customer with regard to the storage of the goods.
11. The liability of Axxor for damages of whatever nature, arising from the fact that Axxor exceeds the agreed delivery time, is expressly precluded, inasmuch as customer or any third party or legal entity can never lay claim to damages, of any nature, in this case, except in case of intention or gross fault by Axxor.

Article 7 Packing

1. The goods to be delivered by Axxor are provided with a standard disposable or returned packing. Axxor decides which will be used.
2. No extra costs are charged for the disposable packing.
3. Should the goods be delivered in a returned packing, deposit will be charged per unit of goods to be delivered for the returned packing. Axxor informs customer on a monthly basis about these costs, which must be settled each month. Returned packing(s) - also damaged ones - remain the property of Axxor, who will also be responsible for the (return) transportation of these packings.
4. If, for any reason, it is necessary that Axxor provide the goods to be delivered with a packing different from the aforementioned (standard) packing, or should the customer so wish, the costs of this will be charged separately.

Article 8 Receipt/acceptance

1. customer is obliged to check the good(s) delivered by Axxor immediately upon receipt. When customer signs the delivery note and / or any comparable transportation document handled by the carrier, this applies as proof that the goods delivered by Axxor have been delivered correctly and that they have been checked by customer and have been delivered in accordance with the agreement with regard to visible defects. Should customer have any observations and/or comments regarding the (visible state) of the goods delivered these must be recorded on the aforementioned delivery note/transportation document. For all the rest, article 11 of these conditions applies in full force.

Article 9 Payment

1. Unless otherwise agreed, customer must settle the amounts owed within 30 (thirty) days of the date of invoice.
2. Customer does not have the right to appeal for any discount, credit or deferment.
3. Axxor is authorised to demand, before the closing of the agreement, a (whole or partial) advance payment, cash payment or other security.
4. In case of neglect, the customer owes an interest of 1% a month or part of a month, as well as the actually generated (extra)judicial collection costs.
5. In case of fractioned deliveries, Axxor is authorised to demand relative fraction payments. Should these fractioned payments not (all) be received in the time indicated for it, Axxor is authorised to defer the fractioned obligations until payment for the goods delivered is effected.
6. In all cases payment must be settled before the delivered goods can be lost, deformed, mixed, copied, used in other cases or, otherwise not be recognisable and/or ascertainable as being the good(s) delivered by Axxor to the Customer.

Article 10 Claims

1. Customer is obliged to check the delivered goods and packing immediately on delivery for visible defects and notify possible claims within 8 (eight) days in writing and in a justified manner, omission to do so implies that the delivered goods are accepted.
2. Other defects have to be notified to Axxor in writing and in a justified manner immediately after they could reasonably have been detected, or in any case within 3 (three) months of delivery, omission to do so implies that the delivered goods are accepted.
3. Manipulation/processing and or the use of the delivered goods by the customer, the handing over to third parties of the delivered goods as well as storage of the goods without fulfilling the normal circumstances as requested by Axxor, terminate the right to claim.
4. Should Axxor find the claim(s) legitimate, it is at all times authorised to deliver the agreed goods, credit customer for the proportional part of the invoice, or credit the customer for the whole in which case the customer has to return the goods back to Axxor in their original state.
5. In answer to the question if the delivered goods differ from what customer could or might have expected based on the agreement, the whole lot of goods must be checked by Axxor. If defects are observed in part of the lot, Axxor, nevertheless, has the right to deliver the remaining part and customer cannot complain about the already delivered part which has no defects.
6. Claim does not give customer the right to refuse or defer payment.

Article 11 Warranty

1. Should certain guarantees have been provided to the customer by Axxor, this warranty is restricted, at all times, during the warranty period agreed upon, to replacement or repair of the product (part thereof) delivered to the customer by Axxor, that has been delivered with defects, unless the defect or incongruity can be blamed on gross fault and/or intention on the part of customer or if the incongruity/defect is the result of customer not (completely) following the instructions for use as given by Axxor, and/or the result of incorrectly given specifications by customer.

Article 12 Defects

1. The goods delivered by Axxor can vary in weight. A margin of 10% with regard to the agreed on weight (in grams per square centimetre) is possible and acceptable in which case Axxor is not liable for claims by Customer that are (only) based on the aforementioned defect(s).
2. In the product heights of 8 - 100 mm a deviation of minimally 0.2 mm to maximally 0.5% of the product height is acceptable.
3. Axxor reserves the right to deliver for 5% more or less than agreed, in which case both parties must keep to the agreed price.

Article 13 Call orders

1. The customer is obliged to purchase the goods delivered by Axxor on call within the agreed relevant periods, if this is not the case, Axxor reserves the right to proceed with the demand of payment of the outstanding bills as well as the still to be sent bills in the framework of the relevant call order.

Article 14 Retention of title/Right of pledge

1. Undiminished all else that is stipulated in these terms and conditions, all goods delivered by Axxor will remain the property of Axxor until fulfilment of all that Axxor may claim from Customer, within the limits of what is provided under Section 92, Book 3 of the Netherlands Civil Code, regardless wherefrom pursuing or whether demandable, with inclusion of interest and costs. Customer is not authorised to pledge the goods (wholly or partially) to third parties, transfer the property or otherwise alienate and or encumber it until Axxor has been fully paid. A violation of this, on Customer's part, gives Axxor the right to take back or have brought back, from where they are, all delivered goods, without requiring any authorisation from customer or judge, at the expense of customer. Also, at that time, any accounts receivable by Axxor from customer are immediately payable.
2. Customer is obliged to adequately insure the delivered goods that are still in possession of Axxor against damage, theft, fire and further normal company risks.

Article 15 Force Majeure

1. Axxor cannot be made accountable for shortcomings in the observance of the agreement if these are caused by force majeure.
2. In case of force majeure on the part of Axxor, Axxor is authorised either to annul the agreement or lengthen the delivery time by the time the force majeure endures plus five work days, without this binding Axxor to settle any damage of any kind to customer.

Article 16 Annulment and deferment

1. Axxor is authorised to annul the agreement and/or defer the execution of the agreement without judicial intervention, in which case customer is liable for all subsequent damage suffered by Axxor, if:
 - a. Customer does not comply with its (payment) responsibilities in a timely fashion nor follows up on a proof of default with a reasonable term.
 - b. Customer is declared bankrupt, applies for a suspension of payment or liquidates its company as a whole or partially.
 - c. in case of seizure and/or foreclosure on (a part of) the capital of customer, such includes the goods delivered by Axxor but not yet (fully) paid.
2. In the above mentioned cases all claims laid by Axxor on customer are immediately called in.
3. Annulment by customer is expressly precluded, except in case of intent or gross fault on the part of Axxor.

Article 17 Liability

1. The liability of Axxor concerning the agreement with customer is limited to that amount that would be settled by the insurer of Axxor in that particular case. Should Axxor's insurer, for whatever reason, not provide coverage and/or not proceed to (complete) settlement or if the risk occurred is not insured by Axxor, liability of Axxor is precluded for damage of whatever nature and/or size unless that damage can be alleged to intent or gross fault on the part of Axxor.

2. Axxor is never liable for damage of whatever nature, that occurs because of or after customer has taken into use the manufactured goods, has manufactured or processed, delivered to third parties, respectively has given in use, has had manufactured or processed, or has had delivered to third parties.
3. Axxor is in no way liable for indirect damage such as industrial damage, collateral damage or damage by delay which customer will sustain either directly or in some way related to the execution of the agreement closed with Axxor.

Article 18 Applied law and disputes

1. The law of The Netherlands is applied to all agreements between Axxor and customer, on the understanding that applicability of the Viennese Purchase Treaty (C.I.S.G.) as well as other international regulations whose exclusion is permitted is thereby precluded. In all disputes arising from this agreement or further agreements in execution of this one only the competent judge in Zwolle is qualified. Axxor remains, however, authorised to proceed against the customer in court, in due accordance with the law or under applicable international law.

Article 19 Final article

1. The Dutch text of these general conditions prevails over its translations.
2. These general conditions replace all previous ones.

W. Wiegersma